



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
December 9, 2015

CALL TO ORDER:

7:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Pamela Bushnell

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

a. BSO Deputy Richard Griffin Proclamation

Presentation of a Proclamation by Mayor Harry Dressler Commending Broward Sheriff's Deputy Richard Griffin for his Critical Actions in Saving a Life. (Requested by Fire Chief Mike Burton)

b. Presentation of the National League of Cities Digital Survey Award

Presentation of the National League of Cities Digital Survey Award by Mayor Harry Dressler to Information Technology Director Levent Sucuoglu

2. CITY COMMISSION REPORTS

a. Commissioner Bushnell

b. Commissioner Gomez

c. Vice Mayor Glasser

d. Commissioner Placko

e. Mayor Dressler

3. CITY ATTORNEY REPORT

4. CITY MANAGER REPORT

a. Investment Report - October 2015

5. PUBLIC PARTICIPATION

Any member of the public may speak to any issue that is not agendaized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. There will be a thirty (30) minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the City Clerk prior to their participation.

When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE

The Chair at this time will announce those items that have been given a specific time to be heard, and will entertain motions from the Commission members to table those items that require research. The Commission may agendaize by majority consent matters of an urgent nature which have come to the Commission's attention after publication.

6. CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then, in accordance with Resolution 2003-15, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered separately.

a. Approval of the November 10, 2015 Regular Commission Meeting Minutes

Approval of the November 10, 2015 Regular Commission Meeting Minutes

b. TR12641 - Termination and Reassignment of MARC Unit Program

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to execute and approve the termination, reassignment and transfer of the Mutual Aid Radio Cache (MARC) Unit Program Sub-Grant Agreement with the State of Florida, Department of Financial Services, Division of Emergency Management; providing for conflicts; providing for severability; and providing for an effective date.

c. TR12666 - Renewal Agreement for Uniform Rental

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City officials to approve expenditures for Uniform Rental and Cleaning Services in an amount not to exceed \$65,000 annually from Cintas Corporation utilizing RFP #517-15 solicited and awarded by the City of Riviera Beach as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group; effective upon approval through August 4, 2020 or as extended by the City of Riviera Beach on behalf of the Southeast Florida Governmental Purchasing Cooperative; authorizing the proper City officials to execute Contract renewals providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): City-wide

d. TR12720 - Relay for Life 2016

A Resolution of the City Commission of the City of Tamarac, Florida, approving a request on behalf of the American Cancer Society for waiver of fees and in-kind support for the Tamarac Relay for Life event benefitting the American Cancer Society to be held at the Tamarac Sports Complex on Saturday, April 16, 2016; providing for permits, proper insurance and execution of hold harmless agreement; providing for execution of a license agreement; providing for conflicts; providing for

severability; and providing for an effective date.

Commission District(s): City-wide

e. TR12721 - Village of Yardley Sidewalk Easement

A resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a Sidewalk Easement with Neighborhood Association, Inc. for the Village of Yardley, located at the NW corner of NW 77th Street and NW 96th Avenue authorizing; directing the City Clerk to record said document in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 3

f. TR12723 - Parks and Recreation Generator Addition Project - BID NO. 16-01B

A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-01B to and approving an Agreement with Bejar Construction Inc. per Bid No. 16-01B for a contract amount of \$274,999.00 and a contingency in an amount of \$27,500.00, will be added to the project for a total project budget not to exceed \$302,499.00; authorizing an expenditure in the amount not to exceed \$302,499.00 from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 4

g. TR12733 - Awarding Bid No 16-02B for Sports Officiating Services

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Bid No. 16-02B and execute an Agreement with Supersports of Broward County, Inc., for Sports Officiating Services, for a two-year contract commencing with City's Notice to Proceed, for an amount not to exceed \$59,357 per year, totaling an amount not to exceed \$118,714, for a two-year term; providing for conflicts, providing for severability; and providing an effective date.

Commission District(s): City-wide

h. TR12710 - Applebee's Extended Hours Permit

A Resolution of the City Commission of the City of Tamarac, Florida, granting approval of a Special Extended Hours Permit, requested by Jerry Marcopoulos, representative of Applebee's Neighborhood Grill and Bar in the Washington Mutual Plaza, located at 6005 North University Drive, to extend the hours of the on-premises sale and consumption of alcoholic beverages on Sundays, beginning at 11:00 am in accordance with Section 3-5 of the City of Tamarac Code of Ordinances.

Commission District(s): District 4

i. TR12734 - Central Parc South First Amendment to the Water and Sewer Developer's Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a First Amendment to the Water and Sewer Developer's Agreement with SPL Holding, LLC., for the Central Parc South Project; located at 4900 W. Commercial Blvd., requiring an additional 65 ERC's for water and an additional 65 ERC's for sewer; requiring an additional payment of \$110,500.00 for water and \$143,000.00 for sewer; requiring a total additional payment of \$253,500.00 in CIAC fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 1

j. TR12735 - IAFF Collective Bargaining Agreement

A Resolution of the City Commission of the City of Tamarac, Florida approving the agreement with the International Association of Firefighters, Local 3080; authorizing the appropriate City officials to execute an agreement with the International Association of Firefighters. Local 3080 for the period from October 1, 2015 through September 30, 2018; authorizing the execution of a mutual consent agreement for the use of insurance premium tax revenues; authorizing the preparation of

amendments to Chapter 16 of the City Code for review by the Pension Board and approval by the City Commission; providing for conflicts; providing for severability; and providing for an effective date.

7. REGULAR AGENDA

8. ORDINANCE(S) - FIRST READING

a. TO2334 - Amendment of the Police Pension Ordinance

An ordinance of the City Commission of the City of Tamarac, Florida; amending Chapter 16, Pensions and Retirement, Article VII, Police Officers—declaration of trust, Division 2, Section 16-585 Investments, amending the investment parameters to allow investment in commingled investment vehicles and limited partnerships; providing for codification; providing for conflicts; providing for severability; providing for an effective date.

9. PUBLIC HEARING(S)

a. TR12722 - CAPER FY14/15

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City officials to approve the Consolidated Annual Performance Evaluation Report (CAPER FY 2014 - 2015) for the U.S. Department of Housing & Urban Development (HUD)'s Community Development Block Grant (CDBG) Programs for HUD's Fiscal Year 2014-2015; Case No. 9-MI-15; providing for conflicts; providing for severability; and providing for an effective date.

10. ORDINANCE(S) - SECOND READING

11. QUASI-JUDICIAL HEARING(S)

12. OTHER

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC
City Clerk



Title - 7:00 P.M.

7:00 P.M.



Title - Commissioner Pamela Bushnell

Commissioner Pamela Bushnell



Title - BSO Deputy Richard Griffin Proclamation

Presentation of a Proclamation by Mayor Harry Dressler Commending Broward Sheriff's Deputy Richard Griffin for his Critical Actions in Saving a Life. (Requested by Fire Chief Mike Burton)

ATTACHMENTS:

Description	Upload Date	Type
▣ Deputy Richard Griffin Proclamation	11/18/2015	Proclamation



Requested by Fire Chief Mike Burton

WHEREAS, on August 31, 2015 a 911 call was made reporting a motorcycle accident with severe injuries; and

WHEREAS, emergency responders from Tamarac Fire Rescue and Broward Sheriff's Office Tamarac District responded to the scene; and

WHEREAS, Broward Sheriff's Deputy Richard Griffin arrived to the scene of the accident prior to Tamarac Fire Rescue; and

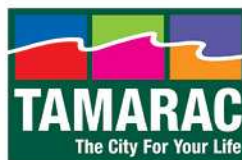
WHEREAS, Deputy Griffin recognized the life-threatening nature of the accident and the victim's injuries and immediately applied direct pressure to the patient's injuries to control the severe bleeding; and

WHEREAS, the patient was flown by helicopter to the Broward Health Trauma Center where he survived the accident.

NOW, THEREFORE, I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, hereby acknowledge and commend

"Broward Sheriff's Deputy Richard Griffin"

for performing his critical actions and saving a life.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 9th day of December, 2015.

Harry Dressler

Harry Dressler, MAYOR



Title - Presentation of the National League of Cities Digital Survey Award

Presentation of the National League of Cities Digital Survey Award by Mayor Harry Dressler to Information Technology Director Levent Sucuoglu



Title - Investment Report - October 2015

Investment Report - October 2015

ATTACHMENTS:

Description	Upload Date	Type
▣ Investment Report - October 2015	11/24/2015	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: November 18, 2015

FROM: Mark Mason 
Financial Services Director

RE: Investment Report:
October 2015

Recommendation:

The following report outlines the results of the City's investment activities for the Month of October 2015.

Issue:

This report provides an update of the City's investment activity through the month of October 2015. Tamarac's Code, Section 6-29 "Investment Reports", provides that: "The Finance Director shall prepare a written report of the City's investments at least on a monthly basis. The report shall be presented and explained to the City Commission at a regular or special meeting."

Background:

The Financial Services staff reviews the City's cash positions on a daily basis and invests funds as cash flow, investment needs, and interest rates dictate. Operating funds are invested according to cash flow needs with surplus funds invested in securities of varying maturities. No single investment is invested longer than a maturity of sixty (60) months, and the average duration of Tamarac's investment portfolio is targeted to be less than thirty-six (36) months.

Investment Portfolio Weighted Yield:

The total Operations & Reserve investment portfolio weighted average yield for the month of July was 0.40%. The managed portion of the portfolio had a weighted average yield of 0.84%, while the cash portion of the portfolio had a weighted average yield of .30%.

The Series 2005 Capital Improvement Revenue Bond proceeds portfolio weighted average yield for the month was 0.10%.

The combined weighted average yield of *all* portfolios for the month of September was 0.40%.

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local

Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least \$15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in the SBA, FLSAFE, FLSAFE Term, Wells Fargo, AIM account and at TD Bank on October 31, 2015 was \$91,284,639.56 of which a nominal \$3,227.66 was retained in the SBA. The Series 2005 Capital Improvement Revenue Bond proceeds portfolio had \$1,260,458.35 in FLSAFE.

Investment Activity – October 2015

Investment Maturities/Calls/Sold:

A General Electric corporate note in the amount of \$1mm matured on October 9th. No securities were called or sold during the period.

Investment Purchases:

No securities were purchased during the period.

Investment News (Source: Neil Waud, CFA, Director, Portfolio Manager, Public Trust Advisors, John F. Grady, Managing Director, Public Trust Advisors).

One Last Chance: Continued signs of weakness in the global economy have recently diminished the market probability of a rate hike from the Federal Reserve (Fed) this year. However at the conclusion of its October meeting, the Fed stated that it would explicitly consider raising the federal funds target rate “at the next meeting.” Whether it truly believes in the strength of the U.S. economy or is just afraid to give the wrong impression, the Fed clearly wants to leave the December meeting in play. As a result, front-end treasury yields moved materially higher after the announcement.

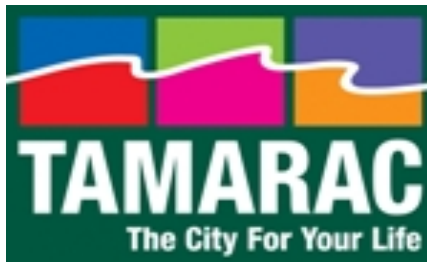
The U.S. economy continues to operate on both ends of the spectrum, where solid consumer and business expenditures have been offset by overseas headwinds weighing on the manufacturing sector. After growing at a 3.9 percent annualized rate in the second quarter, gross domestic product slowed to 1.5 percent in the third. It is worth noting that a large (and possibly temporary) reduction in inventory levels subtracted nearly 1.5 percent from the overall advance. However, this could also be a sign that companies lack confidence in demand going forward.

Apart from the Fed, global central bankers continue to either ramp up or debate further stimulus to promote growth. As a result, the dollar remains strong relative to other major world currencies and may curb inflationary pressure domestically for now. The Fed has also recently voiced concern that the link between low levels of unemployment and higher wage inflation may not be as strong as once believed. Despite these concerns, the Fed has one last chance this year to raise rates. Failing to do so may strain the Fed’s credibility going forward, further complicating the communication of its message.

Short-Term Recommendation: Short-term rates continued to be well anchored by the Fed’s zero interest target rate policy. However, we are preparing for the Fed to potentially lift rates before the end of the year.

Medium-Term Recommendation: Over the medium-term, we are a bit more cautious regarding the pace of the Federal Reserve's tightening of monetary policy. Although there is a strong possibility that the Fed will begin raising rates in the near future, the pace is likely to be slow and measured given the weak global economic backdrop. The U.S. economy continues to grow, but inflation continues run below the Fed's targeted goal of 2.00%. With this in mind, we anticipate rates gradually moving higher and will look to capitalize on market opportunities as the Fed gradually normalizes monetary policy in the coming year.

Monthly Investment Report for Period Ended October 31, 2015



City of Tamarac Aggregate Portfolio
525 NW 88th Ave.
Tamarac, FL 33321

Public Trust Advisors LLC
4767 New Broad Street
Orlando, Florida 32814

City of Tamarac Aggregate Portfolio Summary

Investment Management Portfolio Review

Investment Portfolio Summary Comparison	3
Investment Portfolio Maturity Distribution	4
Investment Portfolio Rating Distribution	5
Investment Portfolio Security Distribution - Market Value	6
Investment Portfolio Security Distribution - Historical Cost	7

Additional Disclosure

Portfolio Holding Details

Page

3

4

5

6

7

8

9

City of Tamarac Aggregate Portfolio Summary Comparison for the period October 1, 2015 to October 31, 2015

City of Tamarac Aggregate Portfolio	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance	Portfolio Characteristic	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance
Historical Cost	\$ 121,878,695.54	\$ 110,725,856.25	Book Yield Gross	0.40%	0.40%
Book Value	\$ 121,712,493.58	\$ 110,556,468.12	Market Yield Gross	0.38%	0.38%
Accrued Interest	79,278.63	90,773.02	Duration	0.38 Years	0.39 Years
Book Value Plus Accrued	\$ 121,791,772.21	\$ 110,647,241.14	Weighted Effective Maturity	0.38 Years	0.40 Years
Net Unrealized Gain/Loss	26,318.27	31,133.44	Weighted Final Maturity	0.39 Years	0.40 Years
Market Value Plus Accrued⁽²⁾	\$ 121,818,090.48	\$ 110,678,374.58			
Net Pending Transactions	12.60	47.32			
Market Value Plus Accrued Net⁽²⁾	\$ 121,818,103.08	\$ 110,678,421.90			

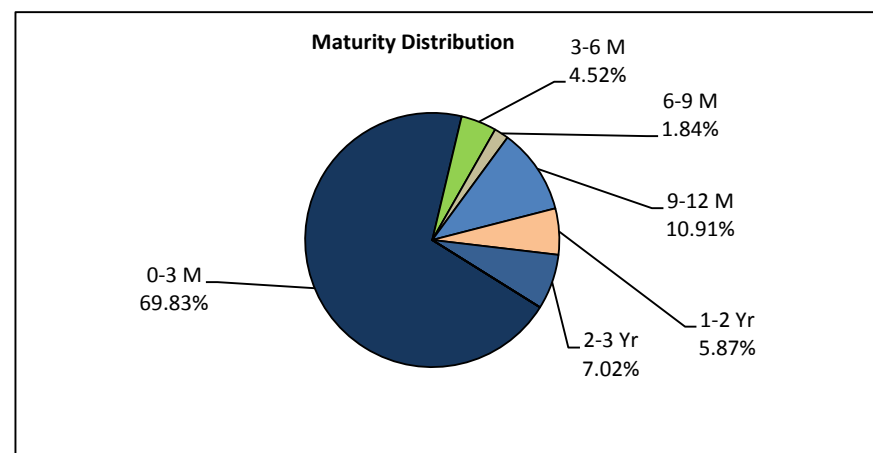
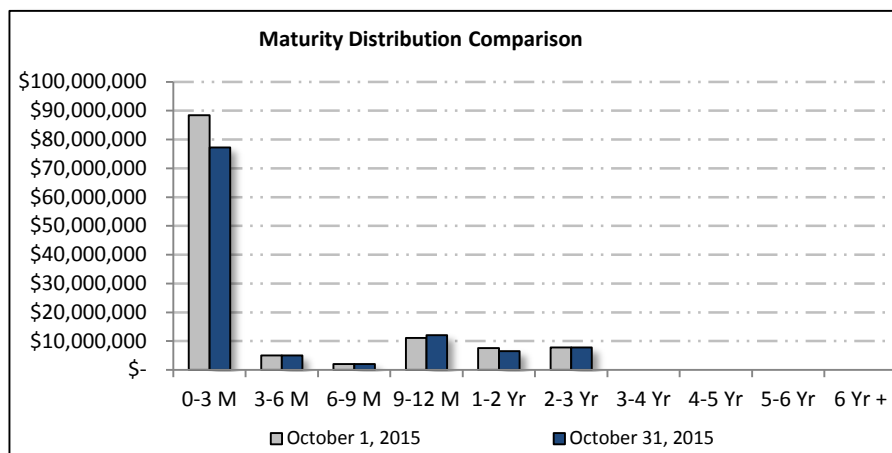
City of Tamarac Aggregate Portfolio	October 2015 Net Income
Interest Income	\$ 45,331.72
Net Amortization/Accretion	(8,036.17)
Net Realized Gain/Loss	0.00
Net Income	\$ 37,295.55

(1) Payables represent amounts due to settle security transactions that have been executed but have not settled as of period end. The funds used to settle these trades may come from a variety of sources including cash within the portfolio, proceeds from future security transactions including maturities and sales, or other sources including money market funds. For reporting purposes, a payable is created for over-period settlements which are reflected in the detailed holdings.

(2) Market Value Plus Accrued Net represents the market value of the portfolio net payables and receivables from transactions that settle in the following reporting period.

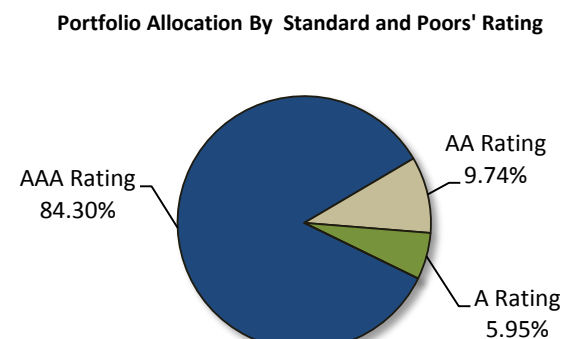
City of Tamarac Aggregate Portfolio Maturity Distribution Market Value Basis October 1, 2015 to October 31, 2015

Maturity Distribution	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance	Portfolio Allocation	Distribution Change
0-3 Months	\$ 88,439,929.41	\$ 77,288,052.34	69.83%	-2.77%
3-6 Months	5,000,123.29	5,001,397.26	4.52%	0.41%
6-9 Months	2,039,793.33	2,041,467.50	1.84%	0.17%
9-12 Months	11,053,100.74	12,077,296.19	10.91%	1.84%
1-2 Years	7,523,680.99	6,501,287.34	5.87%	-0.30%
2-3 Years	7,761,462.71	7,768,873.95	7.02%	0.65%
3-4 Years	-	-	0.00%	0.00%
4-5 Years	-	-	0.00%	0.00%
5-6 Years	-	-	0.00%	0.00%
6 Years +	-	-	0.00%	0.00%
Total Portfolio	\$ 121,818,090.48	\$ 110,678,374.58	100.00%	

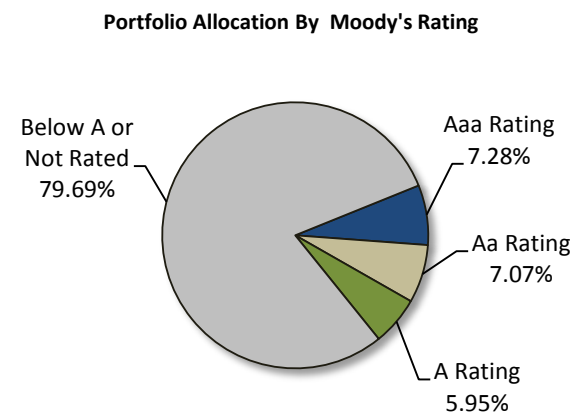


City of Tamarac Aggregate Portfolio Rating Distribution Market Value Basis October 1, 2015 to October 31, 2015

S&P Rating Distribution	October 31, 2015 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
A-1+	\$ -	0.00%
A-1	-	0.00%
Total Short Term Ratings	\$ -	0.00%
Long Term Rating Distribution		
AAA Rating	\$ 93,305,885.02	84.30%
AA Rating	10,784,484.01	9.74%
A Rating	6,588,005.56	5.95%
Below A or Not Rated	-	0.00%
Total Long Term Rating	\$ 110,678,374.58	100.00%
Total Portfolio	\$ 110,678,374.58	100.00%

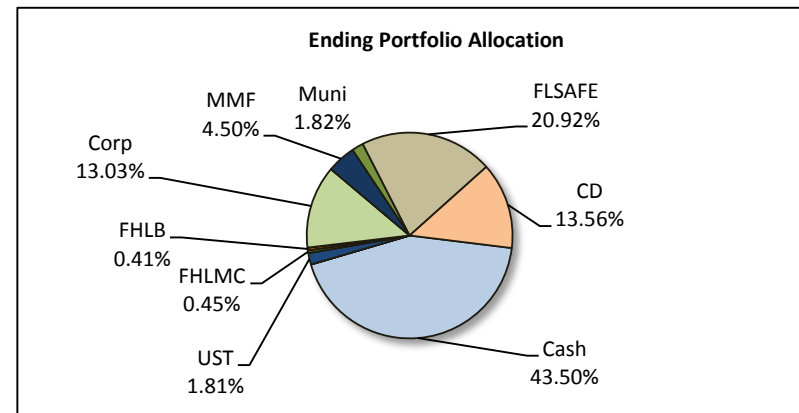
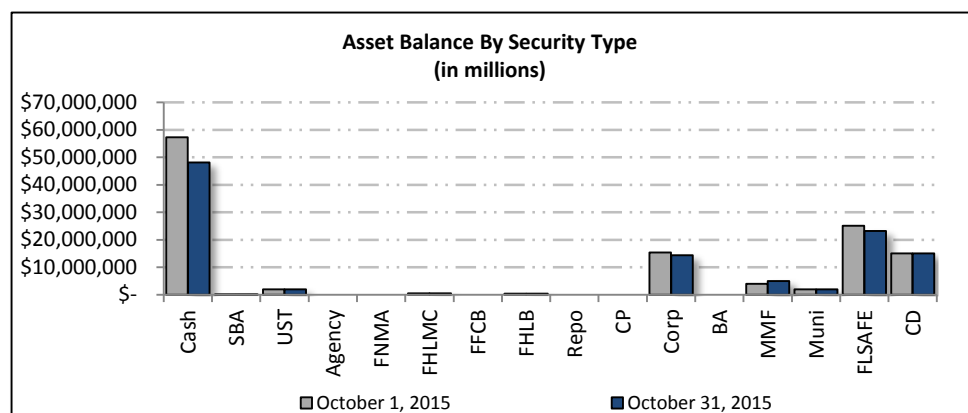


Moody's Rating Distribution	October 31, 2015 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
P-1	\$ -	0.00%
P-2	-	0.00%
Total Short Term Ratings	\$ -	0.00%
Long Term Rating Distribution		
Aaa Rating	\$ 8,061,638.02	7.28%
Aa Rating	7,830,268.50	7.07%
A Rating	6,588,005.56	5.95%
Below A or Not Rated	88,198,462.51	79.69%
Total Long Term Rating	\$ 110,678,374.58	100.00%
Total Portfolio	\$ 110,678,374.58	100.00%



City of Tamarac Aggregate Portfolio Market Value Basis Security Distribution October 1, 2015 to October 31, 2015

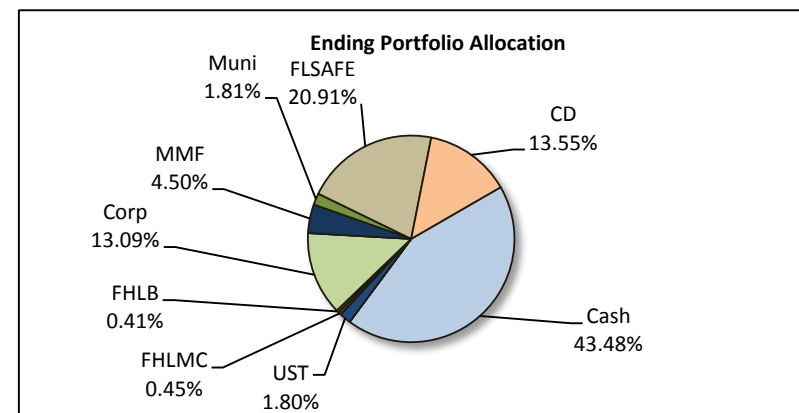
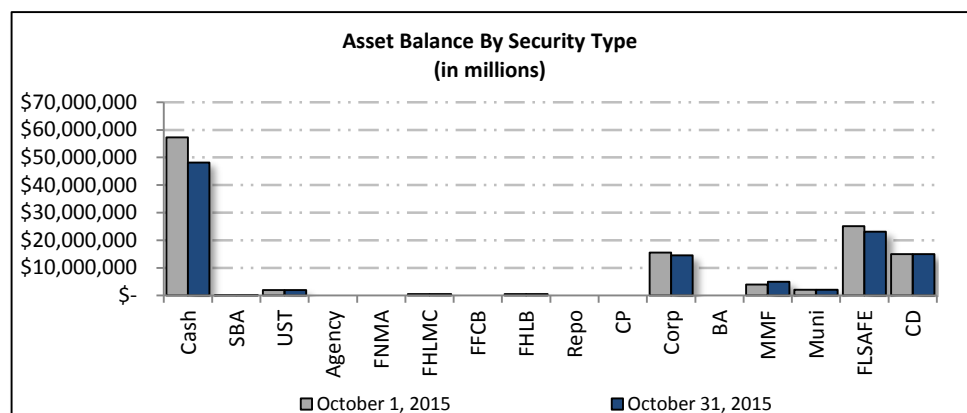
Security Distribution	October 1, 2015 Beginning Balance	Portfolio Allocation	October 31, 2015 Ending Balance	Book Yield	Portfolio Allocation	Change in Allocation
Cash	\$ 57,319,687.99	47.05%	\$ 48,146,984.50	0.30%	43.50%	-3.55%
SBA	3,226.92	0.00%	3,227.66	0.23%	0.00%	0.00%
U.S. Treasury Notes	2,006,433.85	1.65%	2,000,665.59	0.86%	1.81%	0.16%
U.S. Agency Notes	-	0.00%	-	0.00%	0.00%	0.00%
FNMA	-	0.00%	-	0.00%	0.00%	0.00%
FHLMC	500,402.92	0.41%	499,745.42	0.95%	0.45%	0.04%
FFCB	-	0.00%	-	0.00%	0.00%	0.00%
FHLB	454,140.50	0.37%	453,804.50	0.82%	0.41%	0.04%
Fed Instrumentality Subtotal	\$ 954,543.42	0.78%	\$ 953,549.92	0.89%	0.86%	0.08%
Repurchase Agreement	-	0.00%	-	0.00%	0.00%	0.00%
Commercial Paper	-	0.00%	-	0.00%	0.00%	0.00%
Corporate Notes	15,412,906.42	12.65%	14,421,152.81	1.01%	13.03%	0.38%
Bankers Acceptances	-	0.00%	-	0.00%	0.00%	0.00%
Money Market Funds	3,960,779.83	3.25%	4,983,606.01	0.02%	4.50%	1.25%
Municipal Bonds	2,010,830.00	1.65%	2,009,890.00	0.81%	1.82%	0.17%
FLSAFE	25,148,934.11	20.64%	23,150,821.39	0.10%	20.92%	0.27%
Certificates of Deposit	15,000,747.95	12.31%	15,008,476.71	0.61%	13.56%	1.25%
Total Portfolio Market Value	\$ 121,818,090.48	100.00%	\$ 110,678,374.58	0.40%	100.00%	



*Permitted allocation based on aggregate assets as defined within the investment policy.

City of Tamarac Aggregate Portfolio Historical Cost Basis Security Distribution October 1, 2015 to October 31, 2015

Security Distribution	October 1, 2015 Beginning Balance	Portfolio Allocation	October 31, 2015 Ending Balance	Book Yield	Portfolio Allocation	Change in Allocation
Cash	\$ 57,319,687.99	47.03%	\$ 48,146,984.50	0.30%	43.48%	-3.55%
SBA	3,226.92	0.00%	3,227.66	0.23%	0.00%	0.00%
U.S. Treasury Notes	1,990,117.19	1.63%	1,990,117.19	0.86%	1.80%	0.16%
U.S. Agency Notes	-	0.00%	-	0.00%	0.00%	0.00%
FNMA	-	0.00%	-	0.00%	0.00%	0.00%
FHLMC	497,380.00	0.41%	497,380.00	0.95%	0.45%	0.04%
FFCB	-	0.00%	-	0.00%	0.00%	0.00%
FHLB	451,611.00	0.37%	451,611.00	0.82%	0.41%	0.04%
Fed Instrumentality Subtotal	\$ 948,991.00	0.78%	\$ 948,991.00	0.89%	0.86%	0.08%
Repurchase Agreement	-	0.00%	-	0.00%	0.00%	0.00%
Commercial Paper	-	0.00%	-	0.00%	0.00%	0.00%
Corporate Notes	15,501,758.50	12.72%	14,496,908.50	1.01%	13.09%	0.37%
Bankers Acceptances	-	0.00%	-	0.00%	0.00%	0.00%
Money Market Funds	3,960,779.83	3.25%	4,983,606.01	0.02%	4.50%	1.25%
Municipal Bonds	2,005,200.00	1.65%	2,005,200.00	0.81%	1.81%	0.17%
FLSAFE	25,148,934.11	20.63%	23,150,821.39	0.10%	20.91%	0.27%
Certificates of Deposit	15,000,000.00	12.31%	15,000,000.00	0.61%	13.55%	1.24%
Total Portfolio Historical Cost	\$ 121,878,695.54	100.00%	\$ 110,725,856.25	0.40%	100.00%	



*Permitted allocation based on aggregate assets as defined within the investment policy.

Additional Disclosure

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. Please review the contents of this statement carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio or security detail, or any other facet of your statement, please feel free to contact us.

Public Trust Advisor's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by Public Trust Advisors. The custodian bank maintains the control of assets and executes and settles all investments transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust Advisors recognizes that clients may use these reports to facilitate record keeping; therefore the custodian bank statement and the Public Trust Advisors statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference. Please contact your relationship manager or our toll free number 855-395-3954 with questions regarding your account.

Public Trust Advisors does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Pricing sources from our reporting platform are provided by Clearwater reporting platform and are established by Clearwater's internal pricing procedures. Clearwater utilizes a hierarchical pricing model which starts with one of the industry's pricing sources, S&P Capital IQ. Securities with short maturities and infrequent secondary market trades are typically priced via mathematical calculations. The Securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public trust Advisors, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency, unless otherwise specifically stated. Investment in fixed income securities involves risks, including the possible loss of the amount invested.

Past performance is not an indication of future performance.

Beginning and Ending Balances based on Market Value plus Accrued Interest on a Trade Date basis.

Public Trust Advisors is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, privacy policy, or code of ethics please contact Service Operations at the address below.

Public Trust Advisors
999 18th Street, Suite 1230
Denver, CO 80202

City of Tamarac Aggregate Portfolio Detail

Portfolio Holdings

Portfolio Income

Portfolio Transactions

Issuer Concentration

Security Concentration



Month End Report Trade Date

Tamarac, City of Agg (43815)

Month End (M10 Y2015)

10/01/2015 - 10/31/2015

Dated: 11/16/2015

Locked Down

Holdings Report Trade Date

As of 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

Description, Identifier, Security Type, Coupon	Effective Maturity, Final Maturity, Callable, Next Call Date	Original Cost, Current Units, Market Price	Trade Date, Settle Date	Moodys Rating, S&P Rating, Fitch Rating	Book Value, Book Value + Accrued	Accrued Balance, Net Unrealized Gain/Loss	Market Value, Market Value + Accrued
FEDERAL HOME LOAN BANK 313379FW4 AGCY BOND 1.00 ---	06/09/2017 06/09/2017 N ---	451,611.00 450,000.00 100.451	06/09/2015 06/10/2015	Aaa AA+ AAA	451,295.63 453,070.63	1,775.00 733.87	452,029.50 453,804.50
FREDDIE MAC 3137EADN6 AGCY BOND 0.75 ---	01/12/2018 01/12/2018 N ---	497,380.00 500,000.00 99.722	05/12/2015 05/13/2015	Aaa AA+ AAA	497,836.83 498,972.24	1,135.42 773.17	498,610.00 499,745.42
FLSAFE Term 4 FLST4 CD 1.10 ---	09/28/2018 09/28/2018 N ---	2,000,000.00 2,000,000.00 100.00	09/28/2015 09/28/2015	NA NA NA	2,000,000.00 2,002,049.32	2,049.32 0.00	2,000,000.00 2,002,049.32
FLSAFE Term 3 FLST3 CD 0.80 ---	09/28/2017 09/28/2017 N ---	3,000,000.00 3,000,000.00 100.00	09/28/2015 09/28/2015	NA NA NA	3,000,000.00 3,002,235.62	2,235.62 0.00	3,000,000.00 3,002,235.62
FLSAFE Term 2 FLST2 CD 0.60 ---	09/28/2016 09/28/2016 N ---	5,000,000.00 5,000,000.00 100.00	09/28/2015 09/28/2015	NA NA NA	5,000,000.00 5,002,794.52	2,794.52 0.00	5,000,000.00 5,002,794.52
FLSAFE Term 1 FLST1 CD 0.30 ---	03/28/2016 03/28/2016 N ---	5,000,000.00 5,000,000.00 100.00	09/28/2015 09/28/2015	NA NA NA	5,000,000.00 5,001,397.26	1,397.26 0.00	5,000,000.00 5,001,397.26
US BANCORP 91159HHD5 CORP Y 1.65 04/15/2017	04/15/2017 05/15/2017 Y 04/15/2017	1,014,440.00 1,000,000.00 100.862	02/19/2015 02/24/2015	A1 A+ AA	1,009,844.38 1,017,452.72	7,608.33 -1,224.38	1,008,620.00 1,016,228.33
ANHEUSER-BUSCH INBEV FIN 035242AC0 CORP N 1.25 ---	01/17/2018 01/17/2018 N ---	499,230.00 500,000.00 98.932	06/03/2015 06/08/2015	A2 A A	499,347.71 501,153.27	1,805.56 -4,687.71	494,660.00 496,465.56
TOYOTA MOTOR CREDIT CORP 89233P5E2 CORP N 2.00 ---	09/15/2016 09/15/2016 N ---	1,014,340.00 1,000,000.00 101.204	07/10/2015 07/15/2015	Aa3 AA- A	1,010,717.31 1,013,272.87	2,555.56 1,322.69	1,012,040.00 1,014,595.56
PEPSICO INC 713448BT4 CORP N 2.50 ---	05/10/2016 05/10/2016 N ---	1,053,160.00 1,000,000.00 101.03	02/05/2013 02/08/2013	A1 A A	1,008,662.57 1,020,537.57	11,875.00 1,637.43	1,010,300.00 1,022,175.00
CATERPILLAR FINANCIAL SE 14912L5H0 CORP N 0.70 ---	11/06/2015 11/06/2015 N ---	1,003,480.00 1,000,000.00 100.001	01/24/2013 01/29/2013	A2 A A	1,000,017.19 1,003,419.96	3,402.78 -7.19	1,000,010.00 1,003,412.78
CHEVRON CORP 166764AE0 CORP Y 1.718 05/24/2018	05/24/2018 06/24/2018 Y 05/24/2018	1,011,540.00 1,000,000.00 101.035	01/21/2015 01/26/2015	Aa1 AA NA	1,008,931.66 1,014,992.38	6,060.72 1,418.34	1,010,350.00 1,016,410.72
GOOGLE INC 38259PAC6 CORP N 2.125 ---	05/19/2016 05/19/2016 N ---	1,045,400.00 1,000,000.00 100.973	02/13/2013 02/19/2013	Aa2 AA NA	1,007,741.10 1,017,303.60	9,562.50 1,988.89	1,009,730.00 1,019,292.50
PNC FUNDING CORP 693476BM4 CORP Y 2.70 08/19/2016	08/19/2016 09/19/2016 Y 08/19/2016	1,041,210.00 1,000,000.00 101.458	09/27/2013 10/02/2013	A3 A- A+	1,011,571.68 1,014,721.68	3,150.00 3,008.32	1,014,580.00 1,017,730.00
3M COMPANY 88579YAD3 CORP N 1.375 ---	09/29/2016 09/29/2016 N ---	1,024,050.00 1,000,000.00 100.734	03/12/2013 03/15/2013	Aa3 AA- NA	1,006,234.90 1,007,457.12	1,222.22 1,105.10	1,007,340.00 1,008,562.22
COLGATE-PALMOLIVE CO 19416QEB2 CORP N 0.90 ---	05/01/2018 05/01/2018 N ---	990,840.00 1,000,000.00 99.461	01/21/2015 01/26/2015	Aa3 AA- AA-	992,954.78 997,454.78	4,500.00 1,655.22	994,610.00 999,110.00

Holdings Report Trade Date

As of 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

Description, Identifier, Security Type, Coupon	Effective Maturity, Final Maturity, Callable, Next Call Date	Original Cost, Current Units, Market Price	Trade Date, Settle Date	Moodys Rating, S&P Rating, Fitch Rating	Book Value, Book Value + Accrued	Accrued Balance, Net Unrealized Gain/Loss	Market Value, Market Value + Accrued
APPLE INC 037833AJ9 CORP 1.00	05/03/2018 05/03/2018 N ---	741,622.50 750,000.00 99.715	06/09/2015 06/12/2015	Aa1 AA+ NA	742,723.98 746,432.31	3,708.33 5,138.52	747,862.50 751,570.83
WELLS FARGO & COMPANY 94974BFD7 CORP 2.10	05/08/2017 05/08/2017 N ---	1,017,460.00 1,000,000.00 101.446	12/18/2014 12/23/2014	A2 A+ AA-	1,011,235.24 1,021,326.90	10,091.67 3,224.76	1,014,460.00 1,024,551.67
TORONTO-DOMINION BANK 89114QAE8 CORP 2.375	10/19/2016 10/19/2016 N ---	1,031,110.00 1,000,000.00 101.549	10/30/2014 11/04/2014	Aa1 AA- AA-	1,015,380.16 1,016,171.83	791.67 109.84	1,015,490.00 1,016,281.67
AMERICAN EXPRESS CREDIT 0258M0DG1 CORP 1.30	07/29/2016 07/29/2016 N ---	1,008,146.00 1,000,000.00 100.412	01/08/2014 01/13/2014	A2 A- A+	1,002,395.27 1,005,717.49	3,322.22 1,724.73	1,004,120.00 1,007,442.22
EXXON MOBIL CORPORATION 30231GAL6 CORP 1.305	03/06/2018 03/06/2018 N ---	1,000,880.00 1,000,000.00 100.533	03/04/2015 03/09/2015	Aaa AAA NA	1,000,693.11 1,002,686.86	1,993.75 4,636.89	1,005,330.00 1,007,323.75
FLSAFE (allocation from 05 Bond Proceeds) FLSAFE3 MMFUND 0.10	10/31/2015 10/31/2015 N ---	1,891,411.57 1,891,411.57 1.00	---	NA NA NA	1,891,411.57 1,891,411.57	0.00 0.00	1,891,411.57 1,891,411.57
FLSAFE FLSAFE MMFUND 0.10	10/31/2015 10/31/2015 N ---	19,998,951.47 19,998,951.47 1.00	---	NA NA NA	19,998,951.47 19,998,951.47	0.00 0.00	19,998,951.47 19,998,951.47
Wells Fargo WF ACT MMFUND 0.02	10/31/2015 10/31/2015 N ---	1,888,952.25 1,888,952.25 1.00	---	NA NA NA	1,888,952.25 1,888,952.25	0.00 -0.00	1,888,952.25 1,888,952.25
TD BANK TDBK CONS ACT MMFUND 0.30	10/31/2015 10/31/2015 N ---	48,146,984.50 48,146,984.50 1.00	---	NA NA NA	48,146,984.50 48,146,984.50	0.00 -0.00	48,146,984.50 48,146,984.50
FLSAFE (allocation from 05 Bond Proceeds) FLSAFE3 MMFUND 0.10	10/31/2015 10/31/2015 N ---	1,260,458.35 1,260,458.35 1.00	---	NA NA NA	1,260,458.35 1,260,458.35	0.00 -0.00	1,260,458.35 1,260,458.35
SBA FL SBA MMFUND 0.16	10/31/2015 10/31/2015 N ---	3,227.66 3,227.66 1.00	---	NA NA NA	3,227.66 3,227.66	0.00 0.00	3,227.66 3,227.66
STIT-TREASURY PTF-INS 7D 825252406 MMFUND 0.02	10/31/2015 10/31/2015 N ---	3,094,653.76 3,094,653.76 1.00	---	Aaa AAAm AAA	3,094,653.76 3,094,653.76	0.00 0.00	3,094,653.76 3,094,653.76
MARYLAND ST-B-TXBL 574193HL5 MUNI 0.95	08/01/2016 08/01/2016 N ---	1,004,700.00 1,000,000.00 100.307	07/26/2013 08/06/2013	Aaa AAA AAA	1,001,190.44 1,003,565.44	2,375.00 1,879.56	1,003,070.00 1,005,445.00
WASHINGTON ST-TXBL 93974DAL2 MUNI 0.85	08/01/2016 08/01/2016 N ---	1,000,500.00 1,000,000.00 100.232	08/08/2013 08/21/2013	Aa1 AA+ AA+	1,000,128.25 1,002,253.25	2,125.00 2,191.75	1,002,320.00 1,004,445.00
US TREASURY N/B 912828K25 US GOV 0.75	04/15/2018 04/15/2018 N ---	992,695.31 1,000,000.00 99.585	05/07/2015 05/08/2015	Aaa AA+ AAA	993,884.45 994,232.81	348.36 1,965.55	995,850.00 996,198.36
US TREASURY N/B 912828WF3 US GOV 0.625	11/15/2016 11/15/2016 N ---	997,421.88 1,000,000.00 100.158	01/21/2014 01/23/2014	Aaa AA+ AAA	999,041.91 1,001,929.14	2,887.23 2,538.09	1,001,580.00 1,004,467.23

Holdings Report Trade Date

Tamarac, City of Agg (43815)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

<i>Description, Identifier, Security Type, Coupon</i>	<i>Effective Maturity, Final Maturity, Callable, Next Call Date</i>	<i>Original Cost, Current Units, Market Price</i>	<i>Trade Date, Settle Date</i>	<i>Moody's Rating, S&P Rating, Fitch Rating</i>	<i>Book Value, Book Value + Accrued</i>	<i>Accrued Balance, Net Unrealized Gain/Loss</i>	<i>Market Value, Market Value + Accrued</i>
---	03/24/2016	110,725,856.25	---	Aa3	110,556,468.12	90,773.02	110,587,601.56
---	03/25/2016	110,484,639.56	---	AA-	110,647,241.14	31,133.44	110,678,374.58
---	---	---	---	AA-			

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Income Detail Report Trade Date

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

Identifier, Description	Final Maturity	Current Units	Earned Interest Income	Realized Gain, Realized Loss	Accretion Income	Amortization Expense	Net Earned Income	Interest Payment Received, Ending Interest Due
FLST4 FLSAFE Term 4	09/28/2018	2,000,000.00	1,868.49	0.00 0.00	0.00	0.00	1,868.49	0.00 0.00
166764AE0 CHEVRON CORP	06/24/2018	1,000,000.00	1,431.67	0.00 0.00	0.00	-289.73	1,141.94	0.00 0.00
037833AJ9 APPLE INC	05/03/2018	750,000.00	625.00	0.00 0.00	240.46	0.00	865.46	0.00 0.00
19416QEB2 COLGATE-PALMOLIVE CO	05/01/2018	1,000,000.00	750.00	0.00 0.00	233.21	0.00	983.21	0.00 0.00
912828K25 US TREASURY N/B	04/15/2018	1,000,000.00	635.25	0.00 0.00	208.62	0.00	843.86	3,750.00 0.00
30231GAL6 EXXON MOBIL CORPORATION	03/06/2018	1,000,000.00	1,087.50	0.00 0.00	0.00	-24.82	1,062.68	0.00 0.00
035242AC0 ANHEUSER-BUSCH INBEV FIN	01/17/2018	500,000.00	520.83	0.00 0.00	24.51	0.00	545.34	0.00 0.00
3137EADN6 FREDDIE MAC	01/12/2018	500,000.00	312.50	0.00 0.00	82.10	0.00	394.60	0.00 0.00
FLST3 FLSAFE Term 3	09/28/2017	3,000,000.00	2,038.36	0.00 0.00	0.00	0.00	2,038.36	0.00 0.00
313379FW4 FEDERAL HOME LOAN BANK	06/09/2017	450,000.00	375.00	0.00 0.00	0.00	-67.89	307.11	0.00 0.00
91159HHD5 US BANCORP	05/15/2017	1,000,000.00	1,375.00	0.00 0.00	0.00	-564.79	810.21	0.00 0.00
94974BFD7 WELLS FARGO & COMPANY	05/08/2017	1,000,000.00	1,750.00	0.00 0.00	0.00	-614.83	1,135.17	0.00 0.00
912828WF3 US TREASURY N/B	11/15/2016	1,000,000.00	526.49	0.00 0.00	77.35	0.00	603.84	0.00 0.00
89114QAE8 TORONTO-DOMINION BANK	10/19/2016	1,000,000.00	1,979.17	0.00 0.00	0.00	-1,344.96	634.20	11,875.00 0.00
88579YAD3 3M COMPANY	09/29/2016	1,000,000.00	1,145.83	0.00 0.00	0.00	-582.83	563.00	0.00 0.00
FLST2 FLSAFE Term 2	09/28/2016	5,000,000.00	2,547.95	0.00 0.00	0.00	0.00	2,547.95	0.00 0.00
693476BM4 PNC FUNDING CORP	09/19/2016	1,000,000.00	2,250.00	0.00 0.00	0.00	-1,230.39	1,019.61	0.00 0.00
89233P5E2 TOYOTA MOTOR CREDIT CORP	09/15/2016	1,000,000.00	1,666.67	0.00 0.00	0.00	-1,045.78	620.89	0.00 0.00
574193HL5 MARYLAND ST-B-TXBL	08/01/2016	1,000,000.00	791.67	0.00 0.00	0.00	-133.36	658.31	0.00 0.00
93974DAL2 WASHINGTON ST-T-TXBL	08/01/2016	1,000,000.00	708.33	0.00 0.00	0.00	-14.37	693.97	0.00 0.00
0258M0DG1 AMERICAN EXPRESS CREDIT	07/29/2016	1,000,000.00	1,083.33	0.00 0.00	0.00	-271.10	812.23	0.00 0.00
38259PAC6 GOOGLE INC	05/19/2016	1,000,000.00	1,770.83	0.00 0.00	0.00	-1,184.16	586.67	0.00 0.00
713448BT4 PEPSICO INC	05/10/2016	1,000,000.00	2,083.33	0.00 0.00	0.00	-1,385.84	697.49	0.00 0.00
FLST1 FLSAFE Term 1	03/28/2016	5,000,000.00	1,273.97	0.00 0.00	0.00	0.00	1,273.97	0.00 0.00
14912L5H0 CATERPILLAR FINANCIAL SE	11/06/2015	1,000,000.00	583.33	0.00 0.00	0.00	-106.57	476.75	0.00 0.00
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds)	10/31/2015	1,891,411.57	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00
FLSAFE FLSAFE	10/31/2015	19,998,951.47	1,630.29	0.00 0.00	0.00	0.00	1,630.29	1,630.29 0.00
WF ACT Wells Fargo	10/31/2015	1,888,952.25	28.85	0.00 0.00	0.00	0.00	28.85	28.85 0.00
TDBK CONS ACT TD BANK	10/31/2015	48,146,984.50	11,998.13	0.00 0.00	0.00	0.00	11,998.13	11,998.13 0.00
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds)	10/31/2015	1,260,458.35	256.99	0.00 0.00	0.00	0.00	256.99	256.99 0.00

Income Detail Report Trade Date

Tamarac, City of Agg (43815)

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description	Final Maturity	Current Units	Earned Interest Income	Realized Gain, Realized Loss	Accretion Income	Amortization Expense	Net Earned Income	Interest Payment Received, Ending Interest Due
FL SBA SBA	10/31/2015	3,227.66	0.74	0.00 0.00	0.00	0.00	0.74	0.74 0.00
825252406 STIT-TREASURY PTF-INS 7D	10/31/2015	3,094,653.76	47.32	0.00 0.00	0.00	0.00	47.32	12.60 47.32
CCYUSD Cash	10/31/2015	0.00	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00
CCYUSD Cash	10/31/2015	0.00	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00
369604BE2 GENERAL ELECTRIC CO	10/09/2015	0.00	188.89	0.00 0.00	0.00	-40.98	147.90	4,250.00 0.00
--- ---	03/25/2016	110,484,639.56	45,331.72	0.00 0.00	866.25	-8,902.42	37,295.54	33,802.60 47.32

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Transactions Realized Gain Loss Report

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

* Does not Lock Down.

Identifier	Description	Current Units	Type	Settle Date	Price	Principal	Realized Gain/Loss	Amount
369604BE2	GENERAL ELECTRIC CO	-1,000,000.00	Maturity	10/09/2015	100.00	-1,000,000.00	0.00	1,000,000.00
WF ACT	Wells Fargo	-1,400.04	Sell	10/31/2015	1.00	-1,400.04	0.00	1,400.04
TDBK CONS ACT	TD BANK	-16,316,077.04	Sell	10/31/2015	1.00	-16,316,077.04	0.00	16,316,077.04
825252406	STIT-TREASURY PTF-INS 7D	1,000,000.00	Buy	10/09/2015	1.00	1,000,000.00	0.00	-1,000,000.00
825252406	STIT-TREASURY PTF-INS 7D	4,250.00	Buy	10/09/2015	1.00	4,250.00	0.00	-4,250.00
825252406	STIT-TREASURY PTF-INS 7D	12.60	Buy	10/02/2015	1.00	12.60	0.00	-12.60
FLSAFE	FLSAFE	1,630.29	Buy	10/31/2015	1.00	1,630.29	0.00	-1,630.29
FL SBA	SBA	0.74	Buy	10/31/2015	1.00	0.74	0.00	-0.74
WF ACT	Wells Fargo	28.85	Buy	10/31/2015	1.00	28.85	0.00	-28.85
WF ACT	Wells Fargo	4,309.77	Buy	10/31/2015	1.00	4,309.77	0.00	-4,309.77
825252406	STIT-TREASURY PTF-INS 7D	3,750.00	Buy	10/15/2015	1.00	3,750.00	0.00	-3,750.00
825252406	STIT-TREASURY PTF-INS 7D	11,875.00	Buy	10/19/2015	1.00	11,875.00	0.00	-11,875.00
FLSAFE3	FLSAFE (allocation from 05 Bond Proceeds)	256.99	Buy	10/31/2015	1.00	256.99	0.00	-256.99
TDBK CONS ACT	TD BANK	7,131,375.42	Buy	10/31/2015	1.00	7,131,375.42	0.00	-7,131,375.42
TDBK CONS ACT	TD BANK	11,998.13	Buy	10/31/2015	1.00	11,998.13	0.00	-11,998.13
FLSAFE	FLSAFE	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	1,630.29
FL SBA	SBA	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	0.74
WF ACT	Wells Fargo	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	28.85
825252406	STIT-TREASURY PTF-INS 7D	0.00	Money Market Funds	10/30/2015	---	0.00	0.00	47.32
FLSAFE3	FLSAFE (allocation from 05 Bond Proceeds)	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	256.99
TDBK CONS ACT	TD BANK	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	11,998.13
369604BE2	GENERAL ELECTRIC CO	0.00	Coupon	10/09/2015	---	0.00	0.00	4,250.00
912828K25	US TREASURY N/B	0.00	Coupon	10/15/2015	---	0.00	0.00	3,750.00
89114QAE8	TORONTO-DOMINION BANK	0.00	Coupon	10/19/2015	---	0.00	0.00	11,875.00
CCYUSD	US Dollar	0.00	Cash Transfer	10/31/2015	---	0.00	0.00	4,309.77
CCYUSD	US Dollar	0.00	Cash Transfer	10/31/2015	---	0.00	0.00	7,131,375.42
CCYUSD	US Dollar	0.00	Cash Transfer	10/31/2015	---	0.00	0.00	-16,316,077.04
CCYUSD	US Dollar	0.00	Cash Transfer	10/31/2015	---	0.00	0.00	-1,400.04
---	---	-9,147,989.29	---	---	---	-9,147,989.29	0.00	34.72

* Filtered By: Type = Buy or Type = Sell or Type = Call Redemption or Type = Put Redemption or Type = Corporate Action Sell or Type = Cash Transfer or Type = Maturity or Type = Coupon or Type = Principal Paydown or Type = Money Market Funds. * MMF transactions are expanded.

* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

Issuer Concentration with Yield GASB 40 Trade Date

As of 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

Issuer Concentration

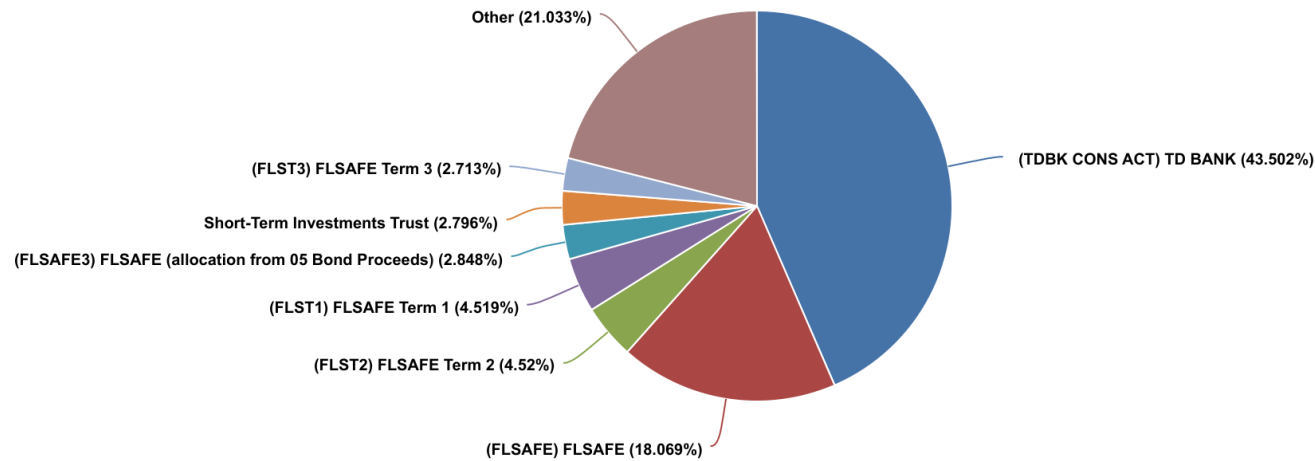


Chart calculated by: Market Value + Accrued

(FL SBA) SBA

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FL SBA	MMFUND	SBA (FL SBA) SBA	3,227.66	Fixed	N	0.00	0.23	0.23	10/31/2015 10/31/2015	0.00	3,227.66 3,227.66	3,227.66 3,227.66
FL SBA	MMFUND	SBA (FL SBA) SBA	3,227.66	Fixed	N	0.00	0.23	0.23	10/31/2015 10/31/2015	0.00	3,227.66 3,227.66	3,227.66 3,227.66

(FLSAFE) FLSAFE

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE	MMFUND	FLSAFE (FLSAFE) FLSAFE	19,998,951.47	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	19,998,951.47 19,998,951.47	19,998,951.47 19,998,951.47
FLSAFE	MMFUND	FLSAFE (FLSAFE) FLSAFE	19,998,951.47	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	19,998,951.47 19,998,951.47	19,998,951.47 19,998,951.47

(FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE3	MMFUND	FLSAFE (allocation from 05 Bond Proceeds) (FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)	1,891,411.57	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	1,891,411.57 1,891,411.57	1,891,411.57 1,891,411.57

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of Agg (43815)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE3	MMFUND	FLSAFE (allocation from 05 Bond Proceeds) (FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)	1,260,458.35	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	1,260,458.35 1,260,458.35	1,260,458.35 1,260,458.35
FLSAFE3	MMFUND	FLSAFE (allocation from 05 Bond Proceeds) (FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)	3,151,869.92	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	3,151,869.92 3,151,869.92	3,151,869.92 3,151,869.92

(FLST1) FLSAFE Term 1

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST1	CD	FLSAFE Term 1 (FLST1) FLSAFE Term 1	5,000,000.00	Fixed	N	0.405	0.30	0.30	03/28/2016 03/28/2016	1,397.26	5,000,000.00 5,001,397.26	5,000,000.00 5,001,397.26
FLST1	CD	FLSAFE Term 1 (FLST1) FLSAFE Term 1	5,000,000.00	Fixed	N	0.405	0.30	0.30	03/28/2016 03/28/2016	1,397.26	5,000,000.00 5,001,397.26	5,000,000.00 5,001,397.26

(FLST2) FLSAFE Term 2

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST2	CD	FLSAFE Term 2 (FLST2) FLSAFE Term 2	5,000,000.00	Fixed	N	0.905	0.60	0.60	09/28/2016 09/28/2016	2,794.52	5,000,000.00 5,002,794.52	5,000,000.00 5,002,794.52
FLST2	CD	FLSAFE Term 2 (FLST2) FLSAFE Term 2	5,000,000.00	Fixed	N	0.905	0.60	0.60	09/28/2016 09/28/2016	2,794.52	5,000,000.00 5,002,794.52	5,000,000.00 5,002,794.52

(FLST3) FLSAFE Term 3

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST3	CD	FLSAFE Term 3 (FLST3) FLSAFE Term 3	3,000,000.00	Fixed	N	1.881	0.80	0.799	09/28/2017 09/28/2017	2,235.62	3,000,000.00 3,002,235.62	3,000,000.00 3,002,235.62
FLST3	CD	FLSAFE Term 3 (FLST3) FLSAFE Term 3	3,000,000.00	Fixed	N	1.881	0.80	0.799	09/28/2017 09/28/2017	2,235.62	3,000,000.00 3,002,235.62	3,000,000.00 3,002,235.62

(FLST4) FLSAFE Term 4

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST4	CD	FLSAFE Term 4 (FLST4) FLSAFE Term 4	2,000,000.00	Fixed	N	2.819	1.10	1.099	09/28/2018 09/28/2018	2,049.32	2,000,000.00 2,002,049.32	2,000,000.00 2,002,049.32
FLST4	CD	FLSAFE Term 4 (FLST4) FLSAFE Term 4	2,000,000.00	Fixed	N	2.819	1.10	1.099	09/28/2018 09/28/2018	2,049.32	2,000,000.00 2,002,049.32	2,000,000.00 2,002,049.32

(TDBK CONS ACT) TD BANK

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
TDBK CONS ACT	MMFUND	TD BANK (TDBK CONS ACT) TD BANK	48,146,984.50	Fixed	N	0.00	0.30	0.30	10/31/2015 10/31/2015	0.00	48,146,984.50 48,146,984.50	48,146,984.50 48,146,984.50
TDBK CONS ACT	MMFUND	TD BANK (TDBK CONS ACT) TD BANK	48,146,984.50	Fixed	N	0.00	0.30	0.30	10/31/2015 10/31/2015	0.00	48,146,984.50 48,146,984.50	48,146,984.50 48,146,984.50

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of Agg (43815)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

(WF ACT) Wells Fargo

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
WF ACT	MMFUND	Wells Fargo (WF ACT) Wells Fargo	1,888,952.25	Fixed	N	0.00	0.02	0.02	10/31/2015 10/31/2015	0.00	1,888,952.25 1,888,952.25	1,888,952.25 1,888,952.25
WF ACT	MMFUND	Wells Fargo (WF ACT) Wells Fargo	1,888,952.25	Fixed	N	0.00	0.02	0.02	10/31/2015 10/31/2015	0.00	1,888,952.25 1,888,952.25	1,888,952.25 1,888,952.25

3M Company

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
88579YAD3	CORP	3M COMPANY 3M Company	1,000,000.00	Fixed	N	0.908	0.686	0.568	09/29/2016 09/29/2016	1,222.22	1,006,234.90 1,007,457.12	1,007,340.00 1,008,562.22
88579YAD3	CORP	3M COMPANY 3M Company	1,000,000.00	Fixed	N	0.908	0.686	0.568	09/29/2016 09/29/2016	1,222.22	1,006,234.90 1,007,457.12	1,007,340.00 1,008,562.22

American Express Company

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
0258M0DG1	CORP	AMERICAN EXPRESS CREDIT American Express Company	1,000,000.00	Fixed	N	0.741	0.975	0.746	07/29/2016 07/29/2016	3,322.22	1,002,395.27 1,005,717.49	1,004,120.00 1,007,442.22
0258M0DG1	CORP	AMERICAN EXPRESS CREDIT American Express Company	1,000,000.00	Fixed	N	0.741	0.975	0.746	07/29/2016 07/29/2016	3,322.22	1,002,395.27 1,005,717.49	1,004,120.00 1,007,442.22

Anheuser-Busch InBev

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
035242AC0	CORP	ANHEUSER-BUSCH INBEV FIN Anheuser-Busch InBev	500,000.00	Fixed	N	2.164	1.31	1.744	01/17/2018 01/17/2018	1,805.56	499,347.71 501,153.27	494,660.00 496,465.56
035242AC0	CORP	ANHEUSER-BUSCH INBEV FIN Anheuser-Busch InBev	500,000.00	Fixed	N	2.164	1.31	1.744	01/17/2018 01/17/2018	1,805.56	499,347.71 501,153.27	494,660.00 496,465.56

Apple Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
037833AJ9	CORP	APPLE INC Apple Inc.	750,000.00	Fixed	N	2.455	1.395	1.116	05/03/2018 05/03/2018	3,708.33	742,723.98 746,432.31	747,862.50 751,570.83
037833AJ9	CORP	APPLE INC Apple Inc.	750,000.00	Fixed	N	2.455	1.395	1.116	05/03/2018 05/03/2018	3,708.33	742,723.98 746,432.31	747,862.50 751,570.83

Caterpillar Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
14912L5H0	CORP	CATERPILLAR FINANCIAL SE Caterpillar Inc.	1,000,000.00	Fixed	N	0.017	0.573	0.638	11/06/2015 11/06/2015	3,402.78	1,000,017.19 1,003,419.96	1,000,010.00 1,003,412.78
14912L5H0	CORP	CATERPILLAR FINANCIAL SE Caterpillar Inc.	1,000,000.00	Fixed	N	0.017	0.573	0.638	11/06/2015 11/06/2015	3,402.78	1,000,017.19 1,003,419.96	1,000,010.00 1,003,412.78

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of Agg (43815)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Chevron Corporation

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
166764AE0	CORP	CHEVRON CORP Chevron Corporation	1,000,000.00	Fixed	Y	2.566	1.362	1.306	05/24/2018 06/24/2018	6,060.72	1,008,931.66 1,014,992.38	1,010,350.00 1,016,410.72
166764AE0	CORP	CHEVRON CORP Chevron Corporation	1,000,000.00	Fixed	Y	2.566	1.362	1.306	05/24/2018 06/24/2018	6,060.72	1,008,931.66 1,014,992.38	1,010,350.00 1,016,410.72

Colgate-Palmolive Company

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
19416QEB2	CORP	COLGATE-PALMOLIVE CO Colgate-Palmolive Company	1,000,000.00	Fixed	N	2.464	1.187	1.119	05/01/2018 05/01/2018	4,500.00	992,954.78 997,454.78	994,610.00 999,110.00
19416QEB2	CORP	COLGATE-PALMOLIVE CO Colgate-Palmolive Company	1,000,000.00	Fixed	N	2.464	1.187	1.119	05/01/2018 05/01/2018	4,500.00	992,954.78 997,454.78	994,610.00 999,110.00

Exxon Mobil Corporation

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
30231GAL6	CORP	EXXON MOBIL CORPORATION Exxon Mobil Corporation	1,000,000.00	Fixed	N	2.303	1.275	1.074	03/06/2018 03/06/2018	1,993.75	1,000,693.11 1,002,686.86	1,005,330.00 1,007,323.75
30231GAL6	CORP	EXXON MOBIL CORPORATION Exxon Mobil Corporation	1,000,000.00	Fixed	N	2.303	1.275	1.074	03/06/2018 03/06/2018	1,993.75	1,000,693.11 1,002,686.86	1,005,330.00 1,007,323.75

Federal Home Loan Banks Office of Finance

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
313379FW4	AGCY BOND	FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance	450,000.00	Fixed	N	1.588	0.819	0.717	06/09/2017 06/09/2017	1,775.00	451,295.63 453,070.63	452,029.50 453,804.50
313379FW4	AGCY BOND	FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance	450,000.00	Fixed	N	1.588	0.819	0.717	06/09/2017 06/09/2017	1,775.00	451,295.63 453,070.63	452,029.50 453,804.50

Federal Home Loan Mortgage Corp

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
3137EADN6	AGCY BOND	FREDDIE MAC Federal Home Loan Mortgage Corp	500,000.00	Fixed	N	2.169	0.95	0.878	01/12/2018 01/12/2018	1,135.42	497,836.83 498,972.24	498,610.00 499,745.42
3137EADN6	AGCY BOND	FREDDIE MAC Federal Home Loan Mortgage Corp	500,000.00	Fixed	N	2.169	0.95	0.878	01/12/2018 01/12/2018	1,135.42	497,836.83 498,972.24	498,610.00 499,745.42

Google Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
38259PAC6	CORP	GOOGLE INC Google Inc.	1,000,000.00	Fixed	N	0.547	0.709	0.361	05/19/2016 05/19/2016	9,562.50	1,007,741.10 1,017,303.60	1,009,730.00 1,019,292.50
38259PAC6	CORP	GOOGLE INC Google Inc.	1,000,000.00	Fixed	N	0.547	0.709	0.361	05/19/2016 05/19/2016	9,562.50	1,007,741.10 1,017,303.60	1,009,730.00 1,019,292.50

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of Agg (43815)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Government of the United States

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
912828K25	US GOV	US TREASURY N/B Government of the United States	1,000,000.00	Fixed	N	2.426	1.003	0.921	04/15/2018 04/15/2018	348.36	993,884.45 994,232.81	995,850.00 996,198.36
912828WF3	US GOV	US TREASURY N/B Government of the United States	1,000,000.00	Fixed	N	1.036	0.718	0.473	11/15/2016 11/15/2016	2,887.23	999,041.91 1,001,929.14	1,001,580.00 1,004,467.23
---	US GOV	US TREASURY N/B Government of the United States	2,000,000.00	Fixed	N	1.729	0.86	0.696	07/30/2017 07/30/2017	3,235.59	1,992,926.35 1,996,161.94	1,997,430.00 2,000,665.58

Maryland, State of

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
574193HL5	MUNI	MARYLAND ST-B-TXBL Maryland, State of	1,000,000.00	Fixed	N	0.748	0.79	0.541	08/01/2016 08/01/2016	2,375.00	1,001,190.44 1,003,565.44	1,003,070.00 1,005,445.00
574193HL5	MUNI	MARYLAND ST-B-TXBL Maryland, State of	1,000,000.00	Fixed	N	0.748	0.79	0.541	08/01/2016 08/01/2016	2,375.00	1,001,190.44 1,003,565.44	1,003,070.00 1,005,445.00

PepsiCo, Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
713448BT4	CORP	PEPSICO INC PepsiCo, Inc.	1,000,000.00	Fixed	N	0.52	0.841	0.543	05/10/2016 05/10/2016	11,875.00	1,008,662.57 1,020,537.57	1,010,300.00 1,022,175.00
713448BT4	CORP	PEPSICO INC PepsiCo, Inc.	1,000,000.00	Fixed	N	0.52	0.841	0.543	05/10/2016 05/10/2016	11,875.00	1,008,662.57 1,020,537.57	1,010,300.00 1,022,175.00

Short-Term Investments Trust

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
825252406	MMFUND	STIT-TREASURY PTF-INS 7D Short-Term Investments Trust	3,094,653.76	Fixed	N	0.00	0.02	0.02	10/31/2015 10/31/2015	0.00	3,094,653.76 3,094,653.76	3,094,653.76 3,094,653.76
825252406	MMFUND	STIT-TREASURY PTF-INS 7D Short-Term Investments Trust	3,094,653.76	Fixed	N	0.00	0.02	0.02	10/31/2015 10/31/2015	0.00	3,094,653.76 3,094,653.76	3,094,653.76 3,094,653.76

The PNC Financial Services Group, Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
693476BM4	CORP	PNC FUNDING CORP The PNC Financial Services Group, Inc.	1,000,000.00	Fixed	Y	0.587	1.239	0.867	08/19/2016 09/19/2016	3,150.00	1,011,571.68 1,014,721.68	1,014,580.00 1,017,730.00
693476BM4	CORP	PNC FUNDING CORP The PNC Financial Services Group, Inc.	1,000,000.00	Fixed	Y	0.587	1.239	0.867	08/19/2016 09/19/2016	3,150.00	1,011,571.68 1,014,721.68	1,014,580.00 1,017,730.00

The Toronto-Dominion Bank

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
89114QAE8	CORP	TORONTO-DOMINION BANK The Toronto-Dominion Bank	1,000,000.00	Fixed	N	0.96	0.771	0.768	10/19/2016 10/19/2016	791.67	1,015,380.16 1,016,171.83	1,015,490.00 1,016,281.67
89114QAE8	CORP	TORONTO-DOMINION BANK The Toronto-Dominion Bank	1,000,000.00	Fixed	N	0.96	0.771	0.768	10/19/2016 10/19/2016	791.67	1,015,380.16 1,016,171.83	1,015,490.00 1,016,281.67

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of Agg (43815)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Toyota Motor Corporation

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
89233P5E2	CORP	TOYOTA MOTOR CREDIT CORP Toyota Motor Corporation	1,000,000.00	Fixed	N	0.867	0.763	0.618	09/15/2016 09/15/2016	2,555.56	1,010,717.31 1,013,272.87	1,012,040.00 1,014,595.56
89233P5E2	CORP	TOYOTA MOTOR CREDIT CORP Toyota Motor Corporation	1,000,000.00	Fixed	N	0.867	0.763	0.618	09/15/2016 09/15/2016	2,555.56	1,010,717.31 1,013,272.87	1,012,040.00 1,014,595.56

U.S. Bancorp

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
91159HHD5	CORP	US BANCORP U.S. Bancorp	1,000,000.00	Fixed	Y	1.283	0.967	1.053	04/15/2017 05/15/2017	7,608.33	1,009,844.38 1,017,452.72	1,008,620.00 1,016,228.33
91159HHD5	CORP	US BANCORP U.S. Bancorp	1,000,000.00	Fixed	Y	1.283	0.967	1.053	04/15/2017 05/15/2017	7,608.33	1,009,844.38 1,017,452.72	1,008,620.00 1,016,228.33

Washington, State of

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
93974DAL2	MUNI	WASHINGTON ST-TXBL Washington, State of	1,000,000.00	Fixed	N	0.749	0.833	0.541	08/01/2016 08/01/2016	2,125.00	1,000,128.25 1,002,253.25	1,002,320.00 1,004,445.00
93974DAL2	MUNI	WASHINGTON ST-TXBL Washington, State of	1,000,000.00	Fixed	N	0.749	0.833	0.541	08/01/2016 08/01/2016	2,125.00	1,000,128.25 1,002,253.25	1,002,320.00 1,004,445.00

Wells Fargo & Company

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
94974BFD7	CORP	WELLS FARGO & COMPANY Wells Fargo & Company	1,000,000.00	Fixed	N	1.483	1.35	1.139	05/08/2017 05/08/2017	10,091.67	1,011,235.24 1,021,326.90	1,014,460.00 1,024,551.67
94974BFD7	CORP	WELLS FARGO & COMPANY Wells Fargo & Company	1,000,000.00	Fixed	N	1.483	1.35	1.139	05/08/2017 05/08/2017	10,091.67	1,011,235.24 1,021,326.90	1,014,460.00 1,024,551.67

Summary

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
---	---	---	110,484,639.56	Fixed	---	0.388	0.404	0.378	03/24/2016 03/25/2016	90,773.02	110,556,468.12 110,647,241.14	110,587,601.56 110,678,374.58

* Grouped By: Issuer Concentration. * Groups Sorted By: Issuer Concentration. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Security Type GASB 40 Trade Date

As of 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

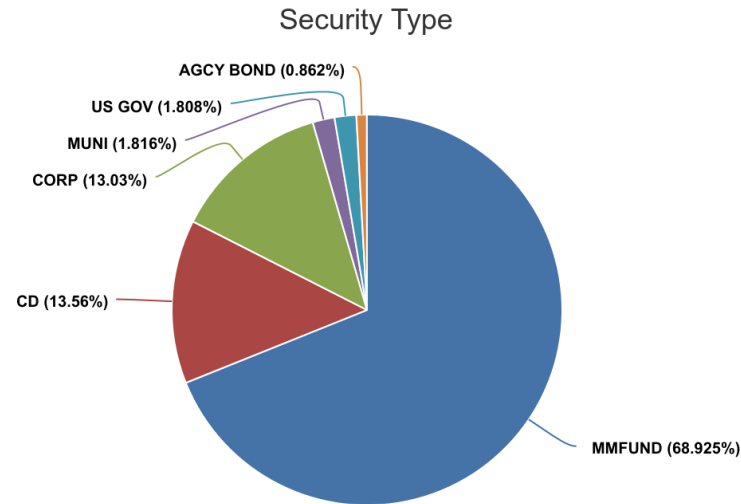


Chart calculated by: Market Value + Accrued

AGCY BOND

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
313379FW4 FEDERAL HOME LOAN BANK AGCY BOND	Fixed	N	1.588	AA+ Aaa	450,000.00	06/09/2017 06/09/2017	0.819 0.717	1,775.00	451,295.63 453,070.63	452,029.50 453,804.50
3137EADN6 FREDDIE MAC AGCY BOND	Fixed	N	2.169	AA+ Aaa	500,000.00	01/12/2018 01/12/2018	0.95 0.878	1,135.42	497,836.83 498,972.24	498,610.00 499,745.42
--- AGCY BOND	Fixed	N	1.892	AA+ Aaa	950,000.00	10/01/2017 10/01/2017	0.887 0.802	2,910.42	949,132.46 952,042.87	950,639.50 953,549.92

CD

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST4 FLSAFE Term 4 CD	Fixed	N	2.819	NA NA	2,000,000.00	09/28/2018 09/28/2018	1.10 1.099	2,049.32	2,000,000.00 2,002,049.32	2,000,000.00 2,002,049.32
FLST3 FLSAFE Term 3 CD	Fixed	N	1.881	NA NA	3,000,000.00	09/28/2017 09/28/2017	0.80 0.799	2,235.62	3,000,000.00 3,002,235.62	3,000,000.00 3,002,235.62
FLST2 FLSAFE Term 2 CD	Fixed	N	0.905	NA NA	5,000,000.00	09/28/2016 09/28/2016	0.60 0.60	2,794.52	5,000,000.00 5,002,794.52	5,000,000.00 5,002,794.52

Security Type GASB 40 Trade Date

Tamarac, City of Agg (43815)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST1 FLSAFE Term 1 CD	Fixed	N	0.405	NA NA	5,000,000.00	03/28/2016 03/28/2016	0.30 0.30	1,397.26	5,000,000.00 5,001,397.26	5,000,000.00 5,001,397.26
--- --- CD	Fixed	N	1.189	NA NA	15,000,000.00	01/15/2017 01/15/2017	0.607 0.606	8,476.71	15,000,000.00 15,008,476.71	15,000,000.00 15,008,476.71

CORP

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
30231GAL6 EXXON MOBIL CORPORATION CORP	Fixed	N	2.303	AAA Aaa	1,000,000.00	03/06/2018 03/06/2018	1.275 1.074	1,993.75	1,000,693.11 1,002,686.86	1,005,330.00 1,007,323.75
166764AE0 CHEVRON CORP CORP	Fixed	Y	2.566	AA Aa1	1,000,000.00	05/24/2018 06/24/2018	1.362 1.306	6,060.72	1,008,931.66 1,014,992.38	1,010,350.00 1,016,410.72
037833AJ9 APPLE INC CORP	Fixed	N	2.455	AA+ Aa1	750,000.00	05/03/2018 05/03/2018	1.395 1.116	3,708.33	742,723.98 746,432.31	747,862.50 751,570.83
89114QAE8 TORONTO-DOMINION BANK CORP	Fixed	N	0.96	AA- Aa1	1,000,000.00	10/19/2016 10/19/2016	0.771 0.768	791.67	1,015,380.16 1,016,171.83	1,015,490.00 1,016,281.67
38259PAC6 GOOGLE INC CORP	Fixed	N	0.547	AA Aa2	1,000,000.00	05/19/2016 05/19/2016	0.709 0.361	9,562.50	1,007,741.10 1,017,303.60	1,009,730.00 1,019,292.50
89233P5E2 TOYOTA MOTOR CREDIT CORP CORP	Fixed	N	0.867	AA- Aa3	1,000,000.00	09/15/2016 09/15/2016	0.763 0.618	2,555.56	1,010,717.31 1,013,272.87	1,012,040.00 1,014,595.56
88579YAD3 3M COMPANY CORP	Fixed	N	0.908	AA- Aa3	1,000,000.00	09/29/2016 09/29/2016	0.686 0.568	1,222.22	1,006,234.90 1,007,457.12	1,007,340.00 1,008,562.22
19416QEB2 COLGATE-PALMOLIVE CO CORP	Fixed	N	2.464	AA- Aa3	1,000,000.00	05/01/2018 05/01/2018	1.187 1.119	4,500.00	992,954.78 997,454.78	994,610.00 999,110.00
91159HHD5 US BANCORP CORP	Fixed	Y	1.283	A+ A1	1,000,000.00	04/15/2017 05/15/2017	0.967 1.053	7,608.33	1,009,844.38 1,017,452.72	1,008,620.00 1,016,228.33
713448BT4 PEPSICO INC CORP	Fixed	N	0.52	A A1	1,000,000.00	05/10/2016 05/10/2016	0.841 0.543	11,875.00	1,008,662.57 1,020,537.57	1,010,300.00 1,022,175.00
035242AC0 ANHEUSER-BUSCH INBEV FIN CORP	Fixed	N	2.164	A A2	500,000.00	01/17/2018 01/17/2018	1.31 1.744	1,805.56	499,347.71 501,153.27	494,660.00 496,465.56
14912L5H0 CATERPILLAR FINANCIAL SE CORP	Fixed	N	0.017	A A2	1,000,000.00	11/06/2015 11/06/2015	0.573 0.638	3,402.78	1,000,017.19 1,003,419.96	1,000,010.00 1,003,412.78
94974BFD7 WELLS FARGO & COMPANY CORP	Fixed	N	1.483	A+ A2	1,000,000.00	05/08/2017 05/08/2017	1.35 1.139	10,091.67	1,011,235.24 1,021,326.90	1,014,460.00 1,024,551.67
0258M0DG1 AMERICAN EXPRESS CREDIT CORP	Fixed	N	0.741	A- A2	1,000,000.00	07/29/2016 07/29/2016	0.975 0.746	3,322.22	1,002,395.27 1,005,717.49	1,004,120.00 1,007,442.22
693476BM4 PNC FUNDING CORP CORP	Fixed	Y	0.587	A- A3	1,000,000.00	08/19/2016 09/19/2016	1.239 0.867	3,150.00	1,011,571.68 1,014,721.68	1,014,580.00 1,017,730.00
--- --- CORP	Fixed	---	1.273	A+ A1	14,250,000.00	02/22/2017 03/01/2017	1.01 0.877	71,650.31	14,328,451.05 14,400,101.35	14,349,502.50 14,421,152.81

Security Type GASB 40 Trade Date

As of 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

MMFUND

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
825252406 STIT-TREASURY PTF-INS 7D MMFUND	Fixed	N	0.00	AAAm Aaa	3,094,653.76	10/31/2015 10/31/2015	0.02 0.02	0.00	3,094,653.76 3,094,653.76	3,094,653.76 3,094,653.76
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	Fixed	N	0.00	NA NA	1,891,411.57	10/31/2015 10/31/2015	0.10 0.10	0.00	1,891,411.57 1,891,411.57	1,891,411.57 1,891,411.57
FLSAFE FLSAFE MMFUND	Fixed	N	0.00	NA NA	19,998,951.47	10/31/2015 10/31/2015	0.10 0.10	0.00	19,998,951.47 19,998,951.47	19,998,951.47 19,998,951.47
WF ACT Wells Fargo MMFUND	Fixed	N	0.00	NA NA	1,888,952.25	10/31/2015 10/31/2015	0.02 0.02	0.00	1,888,952.25 1,888,952.25	1,888,952.25 1,888,952.25
TDBK CONS ACT TD BANK MMFUND	Fixed	N	0.00	NA NA	48,146,984.50	10/31/2015 10/31/2015	0.30 0.30	0.00	48,146,984.50 48,146,984.50	48,146,984.50 48,146,984.50
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	Fixed	N	0.00	NA NA	1,260,458.35	10/31/2015 10/31/2015	0.10 0.10	0.00	1,260,458.35 1,260,458.35	1,260,458.35 1,260,458.35
FL SBA SBA MMFUND	Fixed	N	0.00	NA NA	3,227.66	10/31/2015 10/31/2015	0.23 0.23	0.00	3,227.66 3,227.66	3,227.66 3,227.66
--- --- MMFUND	Fixed	N	0.00	AAA Aaa	76,284,639.56	10/31/2015 10/31/2015	0.221 0.221	0.00	76,284,639.56 76,284,639.56	76,284,639.56 76,284,639.56

MUNI

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
574193HL5 MARYLAND ST-B-TXBL MUNI	Fixed	N	0.748	AAA Aaa	1,000,000.00	08/01/2016 08/01/2016	0.79 0.541	2,375.00	1,001,190.44 1,003,565.44	1,003,070.00 1,005,445.00
93974DAL2 WASHINGTON ST-T-TXBL MUNI	Fixed	N	0.749	AA+ Aa1	1,000,000.00	08/01/2016 08/01/2016	0.833 0.541	2,125.00	1,000,128.25 1,002,253.25	1,002,320.00 1,004,445.00
--- --- MUNI	Fixed	N	0.748	AAA Aaa	2,000,000.00	08/01/2016 08/01/2016	0.812 0.541	4,500.00	2,001,318.70 2,005,818.70	2,005,390.00 2,009,890.00

US GOV

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
912828K25 US TREASURY N/B US GOV	Fixed	N	2.426	AA+ Aaa	1,000,000.00	04/15/2018 04/15/2018	1.003 0.921	348.36	993,884.45 994,232.81	995,850.00 996,198.36
912828WF3 US TREASURY N/B US GOV	Fixed	N	1.036	AA+ Aaa	1,000,000.00	11/15/2016 11/15/2016	0.718 0.473	2,887.23	999,041.91 1,001,929.14	1,001,580.00 1,004,467.23
--- US TREASURY N/B US GOV	Fixed	N	1.729	AA+ Aaa	2,000,000.00	07/30/2017 07/30/2017	0.86 0.696	3,235.59	1,992,926.35 1,996,161.94	1,997,430.00 2,000,665.58

Security Type GASB 40 Trade Date

As of 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

Summary

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
---	Fixed	---	0.388	AA- Aa3	110,484,639.56	03/24/2016 03/25/2016	0.404 0.378	90,773.02	110,556,468.12 110,647,241.14	110,587,601.56 110,678,374.58

* Grouped By: Security Type. * Groups Sorted By: Security Type. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Portfolio Activity Summary

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

Identifier, Description, Security Type	Interest/Dividend Received	Transfers In/Out	Purchases	Purchased Accrued Income	Sales	Disposed Accrued	Maturities and Redemptions	Paydowns	Net Realized Gain/Loss	Beginning Original Cost, Ending Original Cost	Beginning Market Value, Ending Market Value
825252406 STIT-TREASURY PTF-INS 7D MMFUND	12.60	0.00	1,019,887.60	0.00	0.00	0.00	0.00	0.00	0.00	2,074,766.16 3,094,653.76	2,074,766.16 3,094,653.76
CCYUSD Receivable CASH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.60 47.32	12.60 47.32
91159HHD5 US BANCORP CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,014,440.00 1,014,440.00	1,008,950.00 1,008,620.00
574193HL5 MARYLAND ST-B-TXBL MUNI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,004,700.00 1,004,700.00	1,004,330.00 1,003,070.00
0258M0DG1 AMERICAN EXPRESS CREDIT CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,008,146.00 1,008,146.00	1,003,860.00 1,004,120.00
713448BT4 PEPSICO INC CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,053,160.00 1,053,160.00	1,011,820.00 1,010,300.00
93974DAL2 WASHINGTON ST-T-TXBL MUNI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000,500.00 1,000,500.00	1,003,500.00 1,002,320.00
38259PAC6 GOOGLE INC CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,045,400.00 1,045,400.00	1,010,390.00 1,009,730.00
912828WF3 US TREASURY N/B US GOV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	997,421.88 997,421.88	1,002,250.00 1,001,580.00
693476BM4 PNC FUNDING CORP CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,041,210.00 1,041,210.00	1,014,250.00 1,014,580.00
88579YAD3 3M COMPANY CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,024,050.00 1,024,050.00	1,008,100.00 1,007,340.00
14912L5H0 CATERPILLAR FINANCIAL SE CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,003,480.00 1,003,480.00	1,000,360.00 1,000,010.00
369604BE2 GENERAL ELECTRIC CO CORP	4,250.00	0.00	0.00	0.00	0.00	0.00	-1,000,000.00	0.00	0.00	1,004,850.00 0.00	1,000,060.00 0.00
94974BFD7 WELLS FARGO & COMPANY CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,017,460.00 1,017,460.00	1,013,970.00 1,014,460.00
89114QAE8 TORONTO-DOMINION BANK CORP	11,875.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,031,110.00 1,031,110.00	1,016,550.00 1,015,490.00
037833AJ9 APPLE INC CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	741,622.50 741,622.50	746,497.50 747,862.50
313379FW4 FEDERAL HOME LOAN BANK AGCY BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	451,611.00 451,611.00	452,740.50 452,029.50
89233P5E2 TOYOTA MOTOR CREDIT CORP CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,014,340.00 1,014,340.00	1,011,710.00 1,012,040.00
912828K25 US TREASURY N/B US GOV	3,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	992,695.31 992,695.31	998,360.00 995,850.00
30231GAL6 EXXON MOBIL CORPORATION CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000,880.00 1,000,880.00	1,002,360.00 1,005,330.00
19416QEB2 COLGATE-PALMOLIVE CO CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	990,840.00 990,840.00	993,100.00 994,610.00

Portfolio Activity Summary

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Agg (43815)

Dated: 11/16/2015

Identifier, Description, Security Type	Interest/ Dividend Received	Transfers In/Out	Purchases	Purchased Accrued Income	Sales	Disposed Accrued	Maturities and Redemptions	Paydowns	Net Realized Gain/Loss	Beginning Original Cost, Ending Original Cost	Beginning Market Value, Ending Market Value
166764AE0 CHEVRON CORP CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,011,540.00 1,011,540.00	1,007,760.00 1,010,350.00
035242AC0 ANHEUSER-BUSCH INBEV FIN CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499,230.00 499,230.00	495,685.00 494,660.00
3137EADN6 FREDDIE MAC AGCY BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	497,380.00 497,380.00	499,580.00 498,610.00
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	256.99	0.00	256.99	0.00	0.00	0.00	0.00	0.00	0.00	1,260,201.36 1,260,458.35	1,260,201.36 1,260,458.35
FLSAFE FLSAFE MMFUND	1,630.29	0.00	1,630.29	0.00	0.00	0.00	0.00	0.00	0.00	19,997,321.18 19,998,951.47	19,997,321.18 19,998,951.47
WF ACT Wells Fargo MMFUND	28.85	0.00	4,338.62	0.00	-1,400.04	0.00	0.00	0.00	0.00	1,886,013.67 1,888,952.25	1,886,013.67 1,888,952.25
TDBK CONS ACT TD BANK MMFUND	11,998.13	0.00	7,143,373.55	0.00	-16,316,077.04	0.00	0.00	0.00	0.00	57,319,687.99 48,146,984.50	57,319,687.99 48,146,984.50
FL SBA SBA MMFUND	0.74	0.00	0.74	0.00	0.00	0.00	0.00	0.00	0.00	3,226.92 3,227.66	3,226.92 3,227.66
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,891,411.57 1,891,411.57	1,891,411.57 1,891,411.57
CCYUSD Cash CASH	0.00	-9,181,791.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00	0.00 0.00
FLST4 FLSAFE Term 4 CD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00 2,000,000.00	2,000,000.00 2,000,000.00
FLST3 FLSAFE Term 3 CD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000,000.00 3,000,000.00	3,000,000.00 3,000,000.00
FLST2 FLSAFE Term 2 CD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000,000.00 5,000,000.00	5,000,000.00 5,000,000.00
FLST1 FLSAFE Term 1 CD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000,000.00 5,000,000.00	5,000,000.00 5,000,000.00
---	33,802.60	-9,181,791.89	8,169,487.79	0.00	-16,317,477.08	0.00	-1,000,000.00	0.00	0.00	119,878,708.14 110,725,903.57	119,738,824.45 110,587,648.88

* Weighted By: Ending Market Value + Accrued.

Monthly Investment Report for Period Ended October 31, 2015



City of Tamarac Series 2005 Bond Project Fund
525 NW 88th Ave.
Tamarac, FL 33321

Public Trust Advisors LLC
4767 New Broad Street
Orlando, Florida 32814

City of Tamarac Series 2005 Bond Project Fund Summary

Investment Management Portfolio Review

Investment Portfolio Summary Comparison	3
Investment Portfolio Maturity Distribution	4
Investment Portfolio Rating Distribution	5
Investment Portfolio Security Distribution - Market Value	6
Investment Portfolio Security Distribution - Historical Cost	7

Additional Disclosure

Page

3

4

5

6

7

8

City of Tamarac Series 2005 Bond Project Fund Summary Comparison for the period October 1, 2015 to October 31, 2015

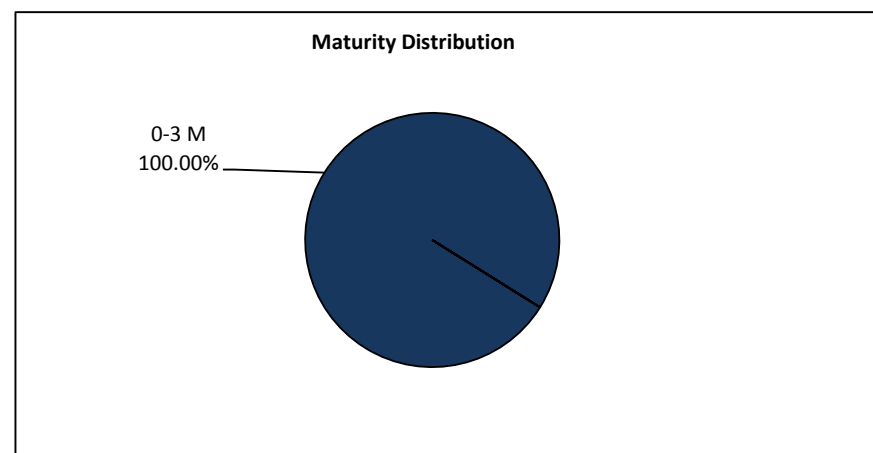
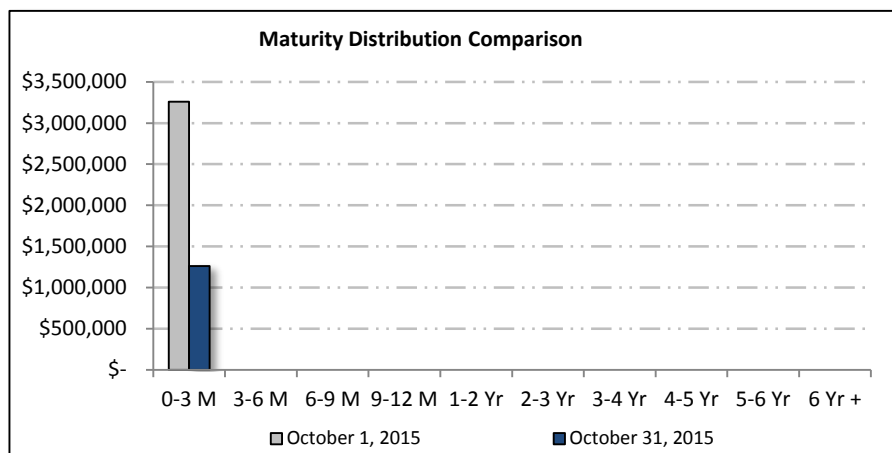
City of Tamarac Series 2005 Bond Project Fund	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance	Portfolio Characteristic	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance
Historical Cost	\$ 3,260,201.36	\$ 1,260,458.35	Book Yield Gross	0.10%	0.10%
Book Value	\$ 3,260,201.36	\$ 1,260,458.35	Market Yield Gross	0.10%	0.10%
Accrued Interest	0.00	0.00	Duration	0.00 Years	0.00 Years
Book Value Plus Accrued	\$ 3,260,201.36	\$ 1,260,458.35	Weighted Effective Maturity	0.00 Years	0.00 Years
Net Unrealized Gain/Loss	0.00	0.00	Weighted Final Maturity	0.00 Years	0.00 Years
Market Value Plus Accrued⁽²⁾	\$ 3,260,201.36	\$ 1,260,458.35			
Net Pending Transactions	0.00	0.00			
Market Value Plus Accrued Net⁽²⁾	\$ 3,260,201.36	\$ 1,260,458.35			
City of Tamarac Series 2005 Bond Project Fund			October 2015 Net Income		
Interest Income		\$ 256.99			
Net Amortization/Accretion		0.00			
Net Realized Gain/Loss		0.00			
Net Income		\$ 256.99			

(1) Payables represent amounts due to settle security transactions that have been executed but have not settled as of period end. The funds used to settle these trades may come from a variety of sources including cash within the portfolio, proceeds from future security transactions including maturities and sales, or other sources including money market funds. For reporting purposes, a payable is created for over-period settlements which are reflected in the detailed holdings.

(2) Market Value Plus Accrued Net represents the market value of the portfolio net payables and receivables from transactions that settle in the following reporting period.

City of Tamarac Series 2005 Bond Project Fund Maturity Distribution Market Value Basis October 1, 2015 to October 31, 2015

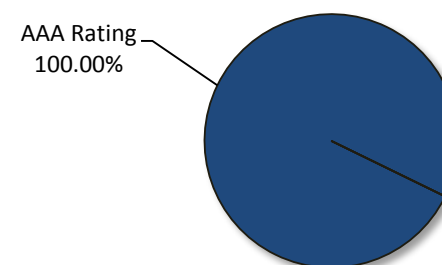
Maturity Distribution	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance	Portfolio Allocation	Distribution Change
0-3 Months	\$ 3,260,201.36	\$ 1,260,458.35	100.00%	0.00%
3-6 Months	-	-	0.00%	0.00%
6-9 Months	-	-	0.00%	0.00%
9-12 Months	-	-	0.00%	0.00%
1-2 Years	-	-	0.00%	0.00%
2-3 Years	-	-	0.00%	0.00%
3-4 Years	-	-	0.00%	0.00%
4-5 Years	-	-	0.00%	0.00%
5-6 Years	-	-	0.00%	0.00%
6 Years +	-	-	0.00%	0.00%
Total Portfolio	\$ 3,260,201.36	\$ 1,260,458.35	100.00%	



City of Tamarac Series 2005 Bond Project Fund Rating Distribution Market Value Basis October 1, 2015 to October 31, 2015

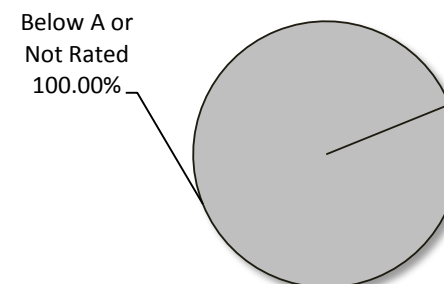
S&P Rating Distribution	October 31, 2015 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
A-1+	\$ -	0.00%
A-1	-	0.00%
Total Short Term Ratings	\$ -	0.00%
Long Term Rating Distribution		
AAA Rating	\$ 1,260,458.35	100.00%
AA Rating	-	0.00%
A Rating	-	0.00%
Below A or Not Rated	-	0.00%
Total Long Term Rating	\$ 1,260,458.35	100.00%
Total Portfolio	\$ 1,260,458.35	100.00%

Portfolio Allocation By Standard and Poors' Rating



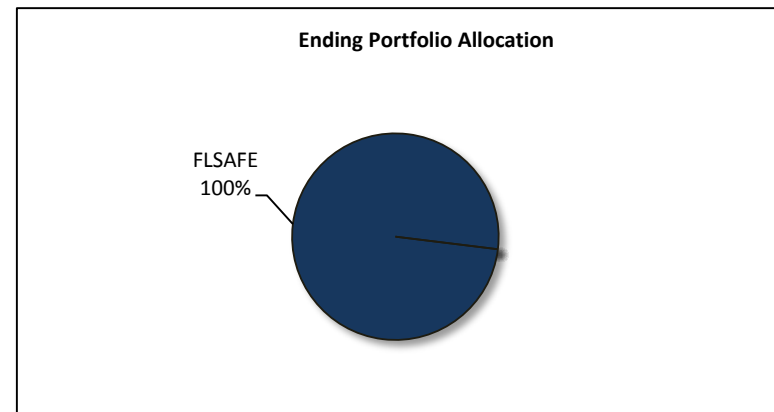
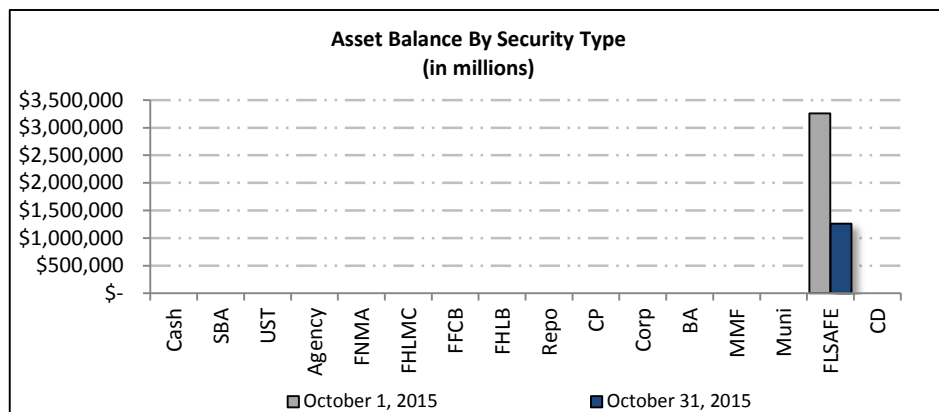
Moody's Rating Distribution	October 31, 2015 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
P-1	\$ -	0.00%
P-2	-	0.00%
Total Short Term Ratings	\$ -	0.00%
Long Term Rating Distribution		
Aaa Rating	\$ -	0.00%
Aa Rating	-	0.00%
A Rating	-	0.00%
Below A or Not Rated	1,260,458.35	100.00%
Total Long Term Rating	\$ 1,260,458.35	100.00%
Total Portfolio	\$ 1,260,458.35	100.00%

Portfolio Allocation By Moody's Rating



City of Tamarac Series 2005 Bond Project Fund Market Value Basis Security Distribution October 1, 2015 to October 31, 2015

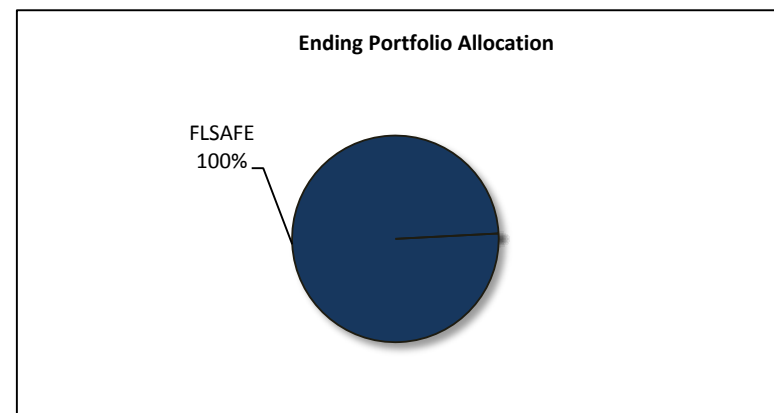
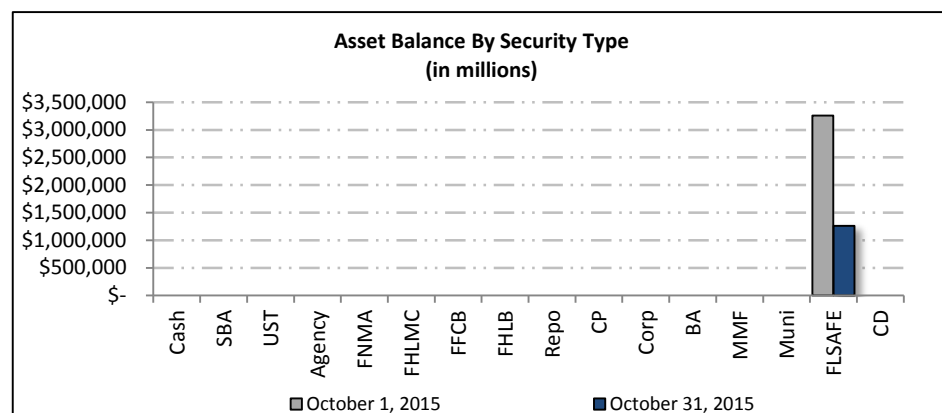
Security Distribution	October 1, 2015 Beginning Balance	Portfolio Allocation	October 31, 2015 Ending Balance	Book Yield	Portfolio Allocation	Change in Allocation
Cash	\$ -	0.00%	\$ -	0.00%	0.00%	0.00%
SBA	-	0.00%	-	0.00%	0.00%	0.00%
U.S. Treasury Notes	-	0.00%	-	0.00%	0.00%	0.00%
U.S. Agency Notes	-	0.00%	-	0.00%	0.00%	0.00%
FNMA	-	0.00%	-	0.00%	0.00%	0.00%
FHLMC	-	0.00%	-	0.00%	0.00%	0.00%
FFCB	-	0.00%	-	0.00%	0.00%	0.00%
FHLB	-	0.00%	-	0.00%	0.00%	0.00%
Fed Instrumentality Subtotal	\$ -	0.00%	\$ -		0.00%	0.00%
Repurchase Agreement	-	0.00%	-	0.00%	0.00%	0.00%
Commercial Paper	-	0.00%	-	0.00%	0.00%	0.00%
Corporate Notes	-	0.00%	-	0.00%	0.00%	0.00%
Bankers Acceptances	-	0.00%	-	0.00%	0.00%	0.00%
Money Market Funds	-	0.00%	-	0.00%	0.00%	0.00%
Municipal Bonds	-	0.00%	-	0.00%	0.00%	0.00%
FLSAFE	3,260,201.36	100.00%	1,260,458.35	0.10%	100.00%	0.00%
Certificates of Deposit	-	0.00%	-	0.00%	0.00%	0.00%
Total Portfolio Market Value	\$ 3,260,201.36	100.00%	\$ 1,260,458.35	0.10%	100.00%	



*Permitted allocation based on aggregate assets as defined within the investment policy.

City of Tamarac Series 2005 Bond Project Fund Historical Cost Basis Security Distribution October 1, 2015 to October 31, 2015

Security Distribution	October 1, 2015 Beginning Balance	Portfolio Allocation	October 31, 2015 Ending Balance	Book Yield	Portfolio Allocation	Change in Allocation
Cash	\$ -	0.00%	\$ -	0.00%	0.00%	0.00%
SBA	-	0.00%	-	0.00%	0.00%	0.00%
U.S. Treasury Notes	-	0.00%	-	0.00%	0.00%	0.00%
U.S. Agency Notes	-	0.00%	-	0.00%	0.00%	0.00%
FNMA	-	0.00%	-	0.00%	0.00%	0.00%
FHLMC	-	0.00%	-	0.00%	0.00%	0.00%
FFCB	-	0.00%	-	0.00%	0.00%	0.00%
FHLB	-	0.00%	-	0.00%	0.00%	0.00%
Fed Instrumentality Subtotal	\$ -	0.00%	\$ -		0.00%	0.00%
Repurchase Agreement	-	0.00%	-	0.00%	0.00%	0.00%
Commercial Paper	-	0.00%	-	0.00%	0.00%	0.00%
Corporate Notes	-	0.00%	-	0.00%	0.00%	0.00%
Bankers Acceptances	-	0.00%	-	0.00%	0.00%	0.00%
Money Market Funds	-	0.00%	-	0.00%	0.00%	0.00%
Municipal Bonds	-	0.00%	-	0.00%	0.00%	0.00%
FLSAFE	3,260,201.36	100.00%	1,260,458.35	0.10%	100.00%	0.00%
Certificates of Deposit	-	0.00%	-	0.00%	0.00%	0.00%
Total Portfolio Historical Cost	\$ 3,260,201.36	100.00%	\$ 1,260,458.35	0.10%	100.00%	



*Permitted allocation based on aggregate assets as defined within the investment policy.

Additional Disclosure

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. Please review the contents of this statement carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio or security detail, or any other facet of your statement, please feel free to contact us.

Public Trust Advisor's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by Public Trust Advisors. The custodian bank maintains the control of assets and executes and settles all investments transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust Advisors recognizes that clients may use these reports to facilitate record keeping; therefore the custodian bank statement and the Public Trust Advisors statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference. Please contact your relationship manager or our toll free number 855-395-3954 with questions regarding your account.

Public Trust Advisors does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Pricing sources from our reporting platform are provided by Clearwater reporting platform and are established by Clearwater's internal pricing procedures. Clearwater utilizes a hierarchical pricing model which starts with one of the industry's pricing sources, S&P Capital IQ. Securities with short maturities and infrequent secondary market trades are typically priced via mathematical calculations. The Securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public trust Advisors, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency, unless otherwise specifically stated. Investment in fixed income securities involves risks, including the possible loss of the amount invested.

Past performance is not an indication of future performance.

Beginning and Ending Balances based on Market Value plus Accrued Interest on a Trade Date basis.

Public Trust Advisors is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, privacy policy, or code of ethics please contact Service Operations at the address below.

Public Trust Advisors
999 18th Street, Suite 1230
Denver, CO 80202



Month End Report Trade Date

Tamarac, City of 2005 Bond (43817)

Month End (M10 Y2015)

10/01/2015 - 10/31/2015

Dated: 11/16/2015

Locked Down

Table of Contents

Dated: 11/16/2015

<u>Holdings Report Trade Date (Tamarac, City of 2005 Bond (43817))</u>	1
<u>Income Detail Report Trade Date (Tamarac, City of 2005 Bond (43817))</u>	2
<u>Transactions Realized Gain Loss Report (Tamarac, City of 2005 Bond (43817))</u>	3
<u>Issuer Concentration with Yield GASB 40 Trade Date (Tamarac, City of 2005 Bond (43817))</u>	4
<u>Security Type GASB 40 Trade Date (Tamarac, City of 2005 Bond (43817))</u>	5
<u>Portfolio Activity Summary (Tamarac, City of 2005 Bond (43817))</u>	6

Holdings Report Trade Date

Tamarac, City of 2005 Bond (43817)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

<i>Description, Identifier, Security Type, Coupon</i>	<i>Effective Maturity, Final Maturity, Callable, Next Call Date</i>	<i>Original Cost, Current Units, Market Price</i>	<i>Trade Date, Settle Date</i>	<i>Moodys Rating, S&P Rating, Fitch Rating</i>	<i>Book Value, Book Value + Accrued</i>	<i>Accrued Balance, Net Unrealized Gain/Loss</i>	<i>Market Value, Market Value + Accrued</i>
FLSAFE (allocation from 05 Bond Proceeds)	10/31/2015	1,260,458.35	---	NA	1,260,458.35	0.00	1,260,458.35
FLSAFE3	10/31/2015	1,260,458.35	---	NA	1,260,458.35	-0.00	1,260,458.35
MMFUND	N	1.00		NA			
0.10	---						
FLSAFE (allocation from 05 Bond Proceeds)	10/31/2015	1,260,458.35	---	NA	1,260,458.35	0.00	1,260,458.35
FLSAFE3	10/31/2015	1,260,458.35	---	NA	1,260,458.35	-0.00	1,260,458.35
MMFUND	N	1.00		NA			
0.10	---						

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Income Detail Report Trade Date

Tamarac, City of 2005 Bond (43817)

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description	Final Maturity	Current Units	Earned Interest Income	Realized Gain, Realized Loss	Accretion Income	Amortization Expense	Net Earned Income	Interest Payment Received, Ending Interest Due
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds)	10/31/2015	1,260,458.35	256.99	0.00 0.00	0.00	0.00	256.99	256.99 0.00
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds)	10/31/2015	1,260,458.35	256.99	0.00 0.00	0.00	0.00	256.99	256.99 0.00

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Transactions Realized Gain Loss Report

Tamarac, City of 2005 Bond (43817)

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

* Does not Lock Down.

Identifier	Description	Current Units	Type	Settle Date	Price	Principal	Realized Gain/Loss	Amount
FLSAFE3	FLSAFE (allocation from 05 Bond Proceeds)	256.99	Buy	10/31/2015	1.00	256.99	0.00	-256.99
FLSAFE3	FLSAFE (allocation from 05 Bond Proceeds)	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	256.99
FLSAFE3	FLSAFE (allocation from 05 Bond Proceeds)	256.99	---	10/31/2015	---	256.99	0.00	0.00

* Filtered By: Type = Buy or Type = Sell or Type = Call Redemption or Type = Put Redemption or Type = Corporate Action Sell or Type = Cash Transfer or Type = Maturity or Type = Coupon or Type = Principal Paydown or Type = Money Market Funds. * MMF transactions are expanded.

* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

Issuer Concentration with Yield GASB 40 Trade Date

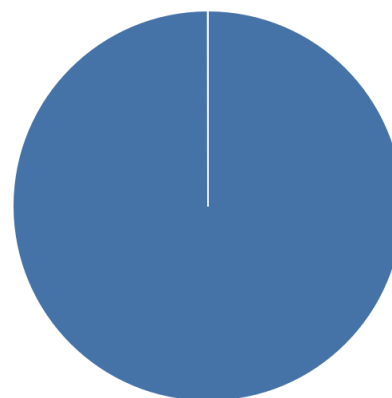
Tamarac, City of 2005 Bond (43817)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Issuer Concentration



(FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds) (100.0%)

Chart calculated by: Market Value + Accrued

(FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE3	MMFUND	FLSAFE (allocation from 05 Bond Proceeds) (FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)	1,260,458.35	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	1,260,458.35 1,260,458.35	1,260,458.35 1,260,458.35
FLSAFE3	MMFUND	FLSAFE (allocation from 05 Bond Proceeds) (FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)	1,260,458.35	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	1,260,458.35 1,260,458.35	1,260,458.35 1,260,458.35

* Grouped By: Issuer Concentration. * Groups Sorted By: Issuer Concentration. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Security Type GASB 40 Trade Date

As of 10/31/2015

Tamarac, City of 2005 Bond (43817)

Dated: 11/16/2015

[Return to Table of Contents](#)

Security Type

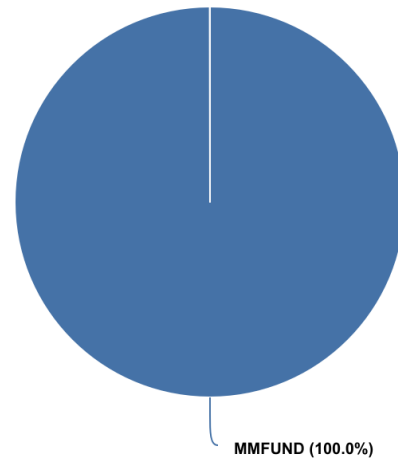


Chart calculated by: Market Value + Accrued

MMFUND

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	Fixed	N	0.00	NA NA	1,260,458.35	10/31/2015 10/31/2015	0.10 0.10	0.00	1,260,458.35 1,260,458.35	1,260,458.35 1,260,458.35
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	Fixed	N	0.00	NA NA	1,260,458.35	10/31/2015 10/31/2015	0.10 0.10	0.00	1,260,458.35 1,260,458.35	1,260,458.35 1,260,458.35

* Grouped By: Security Type. * Groups Sorted By: Security Type. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Portfolio Activity Summary

Tamarac, City of 2005 Bond (43817)

10/01/2015 - 10/31/2015

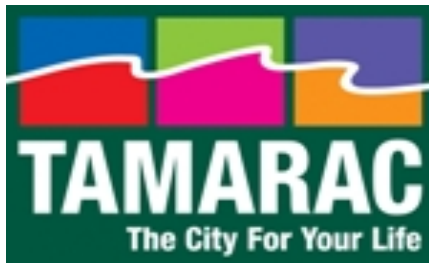
[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description, Security Type	Interest/ Dividend Received	Transfers In/Out	Purchases	Purchased Accrued Income	Sales	Disposed	Accrued	Maturities and Redemptions	Paydowns	Net Realized Gain/Loss	Beginning Original Cost, Ending Original Cost	Beginning Market Value, Ending Market Value
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	256.99	0.00	256.99	0.00	0.00		0.00	0.00	0.00	0.00	1,260,201.36 1,260,458.35	1,260,201.36 1,260,458.35
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	256.99	0.00	256.99	0.00	0.00		0.00	0.00	0.00	0.00	1,260,201.36 1,260,458.35	1,260,201.36 1,260,458.35

* Weighted By: Ending Market Value + Accrued.

Monthly Investment Report for Period Ended October 31, 2015



City of Tamarac Cash Portfolio
525 NW 88th Ave.
Tamarac, FL 33321

Public Trust Advisors LLC
4767 New Broad Street
Orlando, Florida 32814

City of Tamarac Cash Portfolio Summary

Investment Management Portfolio Review

Investment Portfolio Summary Comparison	3
Investment Portfolio Maturity Distribution	4
Investment Portfolio Rating Distribution	5
Investment Portfolio Security Distribution - Market Value	6
Investment Portfolio Security Distribution - Historical Cost	7

Additional Disclosure

Page

3
4
5
6
7
8

City of Tamarac Cash Portfolio Summary Comparison for the period October 1, 2015 to October 31, 2015

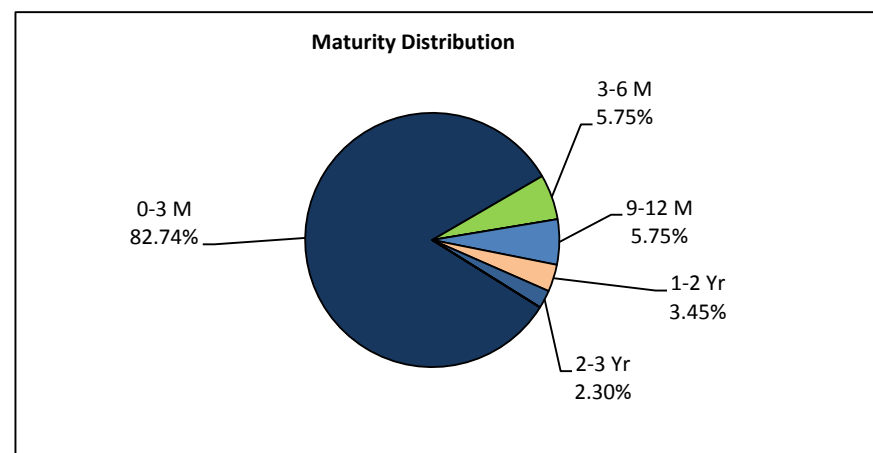
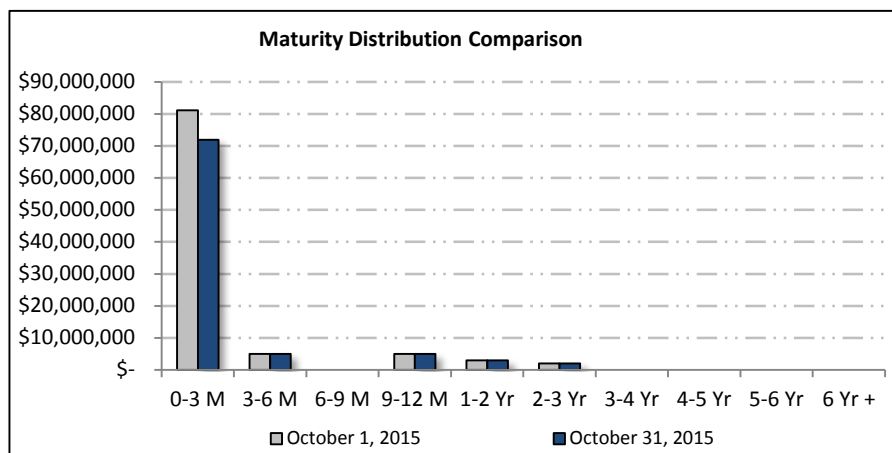
City of Tamarac Cash Portfolio	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance	Portfolio Characteristic	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance
Historical Cost	\$ 96,097,661.33	\$ 86,929,527.45	Book Yield Gross	0.30%	0.30%
Book Value	\$ 96,097,661.33	\$ 86,929,527.45	Market Yield Gross	0.30%	0.30%
Accrued Interest	747.95	8,476.71	Duration	0.20 Years	0.21 Years
Book Value Plus Accrued	\$ 96,098,409.28	\$ 86,938,004.16	Weighted Effective Maturity	0.20 Years	0.21 Years
Net Unrealized Gain/Loss	0.00	0.00	Weighted Final Maturity	0.20 Years	0.21 Years
Market Value Plus Accrued⁽²⁾	\$ 96,098,409.28	\$ 86,938,004.16			
Net Pending Transactions	0.00	0.00			
Market Value Plus Accrued Net⁽²⁾	\$ 96,098,409.28	\$ 86,938,004.16			
City of Tamarac Cash Portfolio	October 2015 Net Income				
Interest Income	\$ 21,386.78				
Net Amortization/Accretion	0.00				
Net Realized Gain/Loss	0.00				
Net Income	\$ 21,386.78				

(1) Payables represent amounts due to settle security transactions that have been executed but have not settled as of period end. The funds used to settle these trades may come from a variety of sources including cash within the portfolio, proceeds from future security transactions including maturities and sales, or other sources including money market funds. For reporting purposes, a payable is created for over-period settlements which are reflected in the detailed holdings.

(2) Market Value Plus Accrued Net represents the market value of the portfolio net payables and receivables from transactions that settle in the following reporting period.

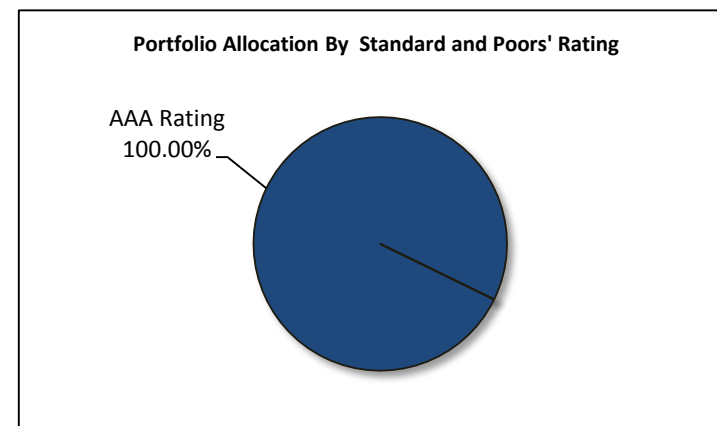
City of Tamarac Cash Portfolio Maturity Distribution Market Value Basis October 1, 2015 to October 31, 2015

Maturity Distribution	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance	Portfolio Allocation	Distribution Change
0-3 Months	\$ 81,097,661.33	\$ 71,929,527.45	82.74%	-1.65%
3-6 Months	5,000,123.29	5,001,397.26	5.75%	0.55%
6-9 Months	-	-	0.00%	0.00%
9-12 Months	5,000,246.58	5,002,794.52	5.75%	0.55%
1-2 Years	3,000,197.26	3,002,235.62	3.45%	0.33%
2-3 Years	2,000,180.82	2,002,049.32	2.30%	0.22%
3-4 Years	-	-	0.00%	0.00%
4-5 Years	-	-	0.00%	0.00%
5-6 Years	-	-	0.00%	0.00%
6 Years +	-	-	0.00%	0.00%
Total Portfolio	\$ 96,098,409.28	\$ 86,938,004.16	100.00%	

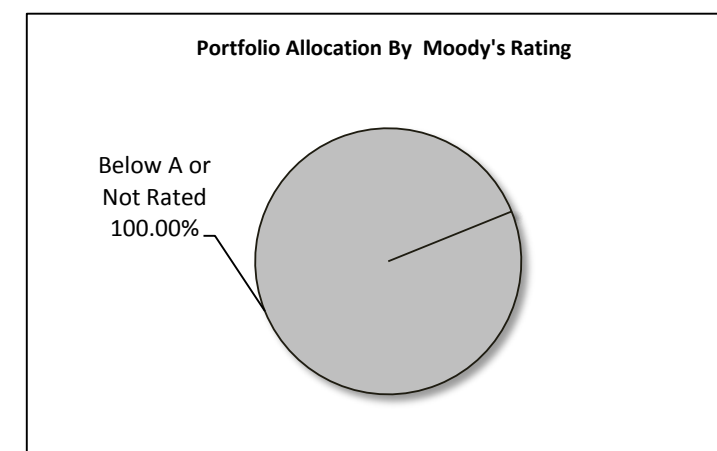


City of Tamarac Cash Portfolio Rating Distribution Market Value Basis October 1, 2015 to October 31, 2015

S&P Rating Distribution	October 31, 2015 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
A-1+	\$ -	0.00%
A-1	-	0.00%
Total Short Term Ratings	\$ -	0.00%
Long Term Rating Distribution		
AAA Rating	\$ 86,938,004.16	100.00%
AA Rating	-	0.00%
A Rating	-	0.00%
Below A or Not Rated	-	0.00%
Total Long Term Rating	\$ 86,938,004.16	100.00%
Total Portfolio	\$ 86,938,004.16	100.00%

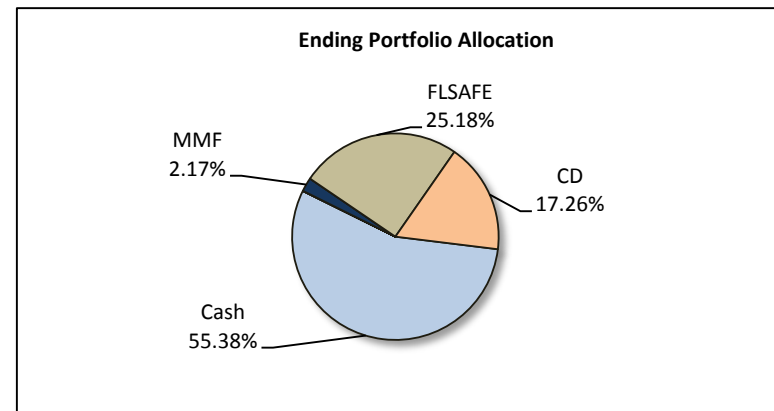
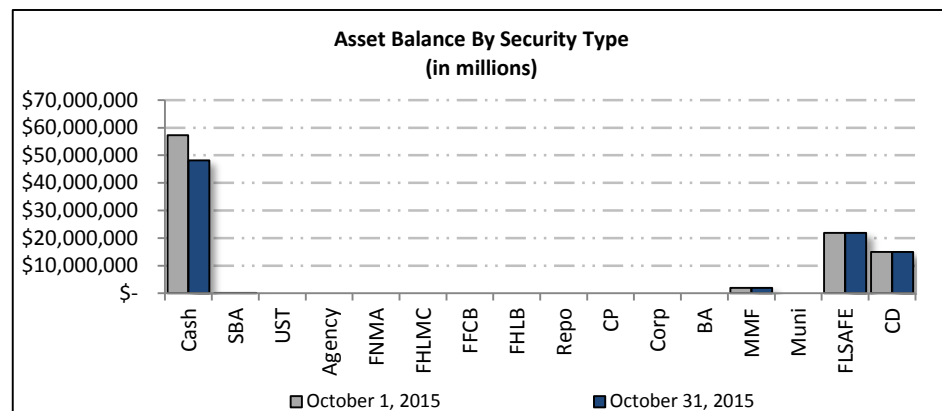


Moody's Rating Distribution	October 31, 2015 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
P-1	\$ -	0.00%
P-2	-	0.00%
Total Short Term Ratings	\$ -	0.00%
Long Term Rating Distribution		
Aaa Rating	\$ -	0.00%
Aa Rating	-	0.00%
A Rating	-	0.00%
Below A or Not Rated	86,938,004.16	100.00%
Total Long Term Rating	\$ 86,938,004.16	100.00%
Total Portfolio	\$ 86,938,004.16	100.00%



City of Tamarac Cash Portfolio Market Value Basis Security Distribution October 1, 2015 to October 31, 2015

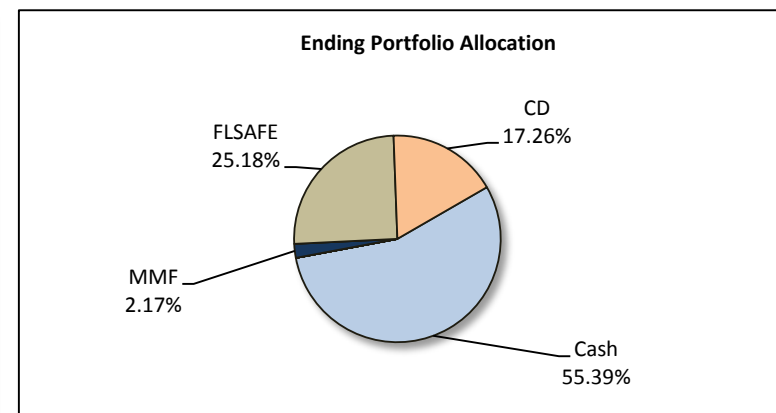
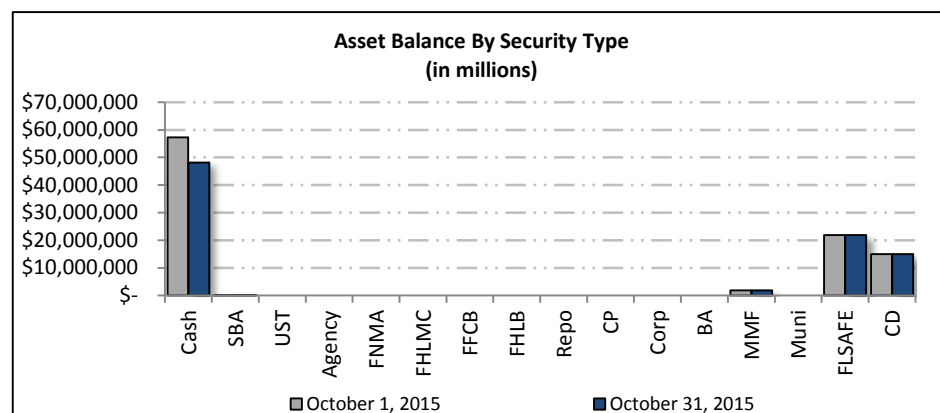
Security Distribution	October 1, 2015 Beginning Balance	Portfolio Allocation	October 31, 2015 Ending Balance	Book Yield	Portfolio Allocation	Change in Allocation
Cash	\$ 57,319,687.99	59.65%	\$ 48,146,984.50	0.30%	55.38%	-4.27%
SBA	3,226.92	0.00%	3,227.66	0.23%	0.00%	0.00%
U.S. Treasury Notes	-	0.00%	-	0.00%	0.00%	0.00%
U.S. Agency Notes	-	0.00%	-	0.00%	0.00%	0.00%
FNMA	-	0.00%	-	0.00%	0.00%	0.00%
FHLMC	-	0.00%	-	0.00%	0.00%	0.00%
FFCB	-	0.00%	-	0.00%	0.00%	0.00%
FHLB	-	0.00%	-	0.00%	0.00%	0.00%
Fed Instrumentality Subtotal	\$ -	0.00%	\$ -	0.00%	0.00%	0.00%
Repurchase Agreement	-	0.00%	-	0.00%	0.00%	0.00%
Commercial Paper	-	0.00%	-	0.00%	0.00%	0.00%
Corporate Notes	-	0.00%	-	0.00%	0.00%	0.00%
Bankers Acceptances	-	0.00%	-	0.00%	0.00%	0.00%
Money Market Funds	1,886,013.67	1.96%	1,888,952.25	0.02%	2.17%	0.21%
Municipal Bonds	-	0.00%	-	0.00%	0.00%	0.00%
FLSAFE	21,888,732.75	22.78%	21,890,363.04	0.10%	25.18%	2.40%
Certificates of Deposit	15,000,747.95	15.61%	15,008,476.71	0.61%	17.26%	1.65%
Total Portfolio Market Value	\$ 96,098,409.28	100.00%	\$ 86,938,004.16	0.30%	100.00%	



*Permitted allocation based on aggregate assets as defined within the investment policy.

City of Tamarac Cash Portfolio Historical Cost Basis Security Distribution October 1, 2015 to October 31, 2015

Security Distribution	October 1, 2015 Beginning Balance	Portfolio Allocation	October 31, 2015 Ending Balance	Book Yield	Portfolio Allocation	Change in Allocation
Cash	\$ 57,319,687.99	59.65%	\$ 48,146,984.50	0.30%	55.39%	-4.26%
SBA	3,226.92	0.00%	3,227.66	0.23%	0.00%	0.00%
U.S. Treasury Notes	-	0.00%	-	0.00%	0.00%	0.00%
U.S. Agency Notes	-	0.00%	-	0.00%	0.00%	0.00%
FNMA	-	0.00%	-	0.00%	0.00%	0.00%
FHLMC	-	0.00%	-	0.00%	0.00%	0.00%
FFCB	-	0.00%	-	0.00%	0.00%	0.00%
FHLB	-	0.00%	-	0.00%	0.00%	0.00%
Fed Instrumentality Subtotal	\$ -	0.00%	\$ -		0.00%	0.00%
Repurchase Agreement	-	0.00%	-	0.00%	0.00%	0.00%
Commercial Paper	-	0.00%	-	0.00%	0.00%	0.00%
Corporate Notes	-	0.00%	-	0.00%	0.00%	0.00%
Bankers Acceptances	-	0.00%	-	0.00%	0.00%	0.00%
Money Market Funds	1,886,013.67	1.96%	1,888,952.25	0.02%	2.17%	0.21%
Municipal Bonds	-	0.00%	-	0.00%	0.00%	0.00%
FLSAFE	21,888,732.75	22.78%	21,890,363.04	0.10%	25.18%	2.40%
Certificates of Deposit	15,000,000.00	15.61%	15,000,000.00	0.61%	17.26%	1.65%
Total Portfolio Historical Cost	\$ 96,097,661.33	100.00%	\$ 86,929,527.45	0.30%	100.00%	



*Permitted allocation based on aggregate assets as defined within the investment policy.

Additional Disclosure

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. Please review the contents of this statement carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio or security detail, or any other facet of your statement, please feel free to contact us.

Public Trust Advisor's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by Public Trust Advisors. The custodian bank maintains the control of assets and executes and settles all investments transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust Advisors recognizes that clients may use these reports to facilitate record keeping; therefore the custodian bank statement and the Public Trust Advisors statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference. Please contact your relationship manager or our toll free number 855-395-3954 with questions regarding your account.

Public Trust Advisors does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Pricing sources from our reporting platform are provided by Clearwater reporting platform and are established by Clearwater's internal pricing procedures. Clearwater utilizes a hierarchical pricing model which starts with one of the industry's pricing sources, S&P Capital IQ. Securities with short maturities and infrequent secondary market trades are typically priced via mathematical calculations. The Securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public trust Advisors, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency, unless otherwise specifically stated. Investment in fixed income securities involves risks, including the possible loss of the amount invested.

Past performance is not an indication of future performance.

Beginning and Ending Balances based on Market Value plus Accrued Interest on a Trade Date basis.

Public Trust Advisors is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, privacy policy, or code of ethics please contact Service Operations at the address below.

Public Trust Advisors
999 18th Street, Suite 1230
Denver, CO 80202



Month End Report Trade Date

Tamarac, City of Cash (43804)

Month End (M10 Y2015)

10/01/2015 - 10/31/2015

Dated: 11/16/2015

Locked Down

Table of Contents

Dated: 11/16/2015

<u>Holdings Report Trade Date (Tamarac, City of Cash (43804))</u>	1
<u>Income Detail Report Trade Date (Tamarac, City of Cash (43804))</u>	2
<u>Transactions Realized Gain Loss Report (Tamarac, City of Cash (43804))</u>	3
<u>Issuer Concentration with Yield GASB 40 Trade Date (Tamarac, City of Cash (43804))</u>	4
<u>Security Type GASB 40 Trade Date (Tamarac, City of Cash (43804))</u>	7
<u>Portfolio Activity Summary (Tamarac, City of Cash (43804))</u>	9

Holdings Report Trade Date

Tamarac, City of Cash (43804)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Description, Identifier, Security Type, Coupon	Effective Maturity, Final Maturity, Callable, Next Call Date	Original Cost, Current Units, Market Price	Trade Date, Settle Date	Moodys Rating, S&P Rating, Fitch Rating	Book Value, Book Value + Accrued	Accrued Balance, Net Unrealized Gain/Loss	Market Value, Market Value + Accrued
FLSAFE Term 1 FLST1 CD 0.30 ---	03/28/2016 03/28/2016 N ---	5,000,000.00 5,000,000.00 100.00	09/28/2015 09/28/2015	NA NA NA	5,000,000.00 5,001,397.26	1,397.26 0.00	5,000,000.00 5,001,397.26
FLSAFE Term 4 FLST4 CD 1.10 ---	09/28/2018 09/28/2018 N ---	2,000,000.00 2,000,000.00 100.00	09/28/2015 09/28/2015	NA NA NA	2,000,000.00 2,002,049.32	2,049.32 0.00	2,000,000.00 2,002,049.32
FLSAFE Term 3 FLST3 CD 0.80 ---	09/28/2017 09/28/2017 N ---	3,000,000.00 3,000,000.00 100.00	09/28/2015 09/28/2015	NA NA NA	3,000,000.00 3,002,235.62	2,235.62 0.00	3,000,000.00 3,002,235.62
FLSAFE Term 2 FLST2 CD 0.60 ---	09/28/2016 09/28/2016 N ---	5,000,000.00 5,000,000.00 100.00	09/28/2015 09/28/2015	NA NA NA	5,000,000.00 5,002,794.52	2,794.52 0.00	5,000,000.00 5,002,794.52
FLSAFE (allocation from 05 Bond Proceeds)	10/31/2015	1,891,411.57	---	NA	1,891,411.57	0.00	1,891,411.57
FLSAFE3	10/31/2015	1,891,411.57	---	NA	1,891,411.57	0.00	1,891,411.57
MMFUND 0.10 ---	N ---	1.00	---	NA	---	---	---
FLSAFE FLSAFE MMFUND 0.10 ---	10/31/2015 10/31/2015 N ---	19,998,951.47 19,998,951.47 1.00	---	NA NA NA	19,998,951.47 19,998,951.47	0.00 0.00	19,998,951.47 19,998,951.47
Wells Fargo WF ACT MMFUND 0.02 ---	10/31/2015 10/31/2015 N ---	1,888,952.25 1,888,952.25 1.00	---	NA NA NA	1,888,952.25 1,888,952.25	0.00 -0.00	1,888,952.25 1,888,952.25
TD BANK TDBK CONS ACT MMFUND 0.30 ---	10/31/2015 10/31/2015 N ---	48,146,984.50 48,146,984.50 1.00	---	NA NA NA	48,146,984.50 48,146,984.50	0.00 -0.00	48,146,984.50 48,146,984.50
SBA FL SBA MMFUND 0.16 ---	10/31/2015 10/31/2015 N ---	3,227.66 3,227.66 1.00	---	NA NA NA	3,227.66 3,227.66	0.00 0.00	3,227.66 3,227.66
---	01/15/2016	86,929,527.45	---	NA	86,929,527.45	8,476.71	86,929,527.45
---	01/15/2016	86,929,527.45	---	NA	86,938,004.16	-0.00	86,938,004.16
---	N	---	---	NA	---	---	---
---	---	---	---	---	---	---	---

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Income Detail Report Trade Date

Tamarac, City of Cash (43804)

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description	Final Maturity	Current Units	Earned Interest Income	Realized Gain, Realized Loss	Accretion Income	Amortization Expense	Net Earned Income	Interest Payment Received, Ending Interest Due
FLST4 FLSAFE Term 4	09/28/2018	2,000,000.00	1,868.49	0.00 0.00	0.00	0.00	1,868.49	0.00 0.00
FLST3 FLSAFE Term 3	09/28/2017	3,000,000.00	2,038.36	0.00 0.00	0.00	0.00	2,038.36	0.00 0.00
FLST2 FLSAFE Term 2	09/28/2016	5,000,000.00	2,547.95	0.00 0.00	0.00	0.00	2,547.95	0.00 0.00
FLST1 FLSAFE Term 1	03/28/2016	5,000,000.00	1,273.97	0.00 0.00	0.00	0.00	1,273.97	0.00 0.00
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds)	10/31/2015	1,891,411.57	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00
FLSAFE FLSAFE	10/31/2015	19,998,951.47	1,630.29	0.00 0.00	0.00	0.00	1,630.29	1,630.29 0.00
WF ACT Wells Fargo	10/31/2015	1,888,952.25	28.85	0.00 0.00	0.00	0.00	28.85	28.85 0.00
TDBK CONS ACT TD BANK	10/31/2015	48,146,984.50	11,998.13	0.00 0.00	0.00	0.00	11,998.13	11,998.13 0.00
FL SBA SBA	10/31/2015	3,227.66	0.74	0.00 0.00	0.00	0.00	0.74	0.74 0.00
CCYUSD Cash	10/31/2015	0.00	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00
---	01/15/2016	86,929,527.45	21,386.77	0.00	0.00	0.00	21,386.78	13,658.01
---				0.00				0.00

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Transactions Realized Gain Loss Report

Tamarac, City of Cash (43804)

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

* Does not Lock Down.

Identifier	Description	Current Units	Type	Settle Date	Price	Principal	Realized Gain/Loss	Amount
TDBK CONS ACT	TD BANK	-16,316,077.04	Sell	10/31/2015	1.00	-16,316,077.04	0.00	16,316,077.04
WF ACT	Wells Fargo	-1,400.04	Sell	10/31/2015	1.00	-1,400.04	0.00	1,400.04
FLSAFE	FLSAFE	1,630.29	Buy	10/31/2015	1.00	1,630.29	0.00	-1,630.29
TDBK CONS ACT	TD BANK	7,131,375.42	Buy	10/31/2015	1.00	7,131,375.42	0.00	-7,131,375.42
TDBK CONS ACT	TD BANK	11,998.13	Buy	10/31/2015	1.00	11,998.13	0.00	-11,998.13
FL SBA	SBA	0.74	Buy	10/31/2015	1.00	0.74	0.00	-0.74
WF ACT	Wells Fargo	28.85	Buy	10/31/2015	1.00	28.85	0.00	-28.85
WF ACT	Wells Fargo	4,309.77	Buy	10/31/2015	1.00	4,309.77	0.00	-4,309.77
FLSAFE	FLSAFE	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	1,630.29
TDBK CONS ACT	TD BANK	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	11,998.13
FL SBA	SBA	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	0.74
WF ACT	Wells Fargo	0.00	Money Market Funds	10/31/2015	---	0.00	0.00	28.85
CCYUSD	US Dollar	0.00	Cash Transfer	10/31/2015	---	0.00	0.00	4,309.77
CCYUSD	US Dollar	0.00	Cash Transfer	10/31/2015	---	0.00	0.00	7,131,375.42
CCYUSD	US Dollar	0.00	Cash Transfer	10/31/2015	---	0.00	0.00	-16,316,077.04
CCYUSD	US Dollar	0.00	Cash Transfer	10/31/2015	---	0.00	0.00	-1,400.04
---	---	-9,168,133.88	---	10/31/2015	---	-9,168,133.88	0.00	-0.00

* Filtered By: Type = Buy or Type = Sell or Type = Call Redemption or Type = Put Redemption or Type = Corporate Action Sell or Type = Cash Transfer or Type = Maturity or Type = Coupon or Type = Principal Paydown or Type = Money Market Funds. * MMF transactions are expanded.

* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of Cash (43804)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

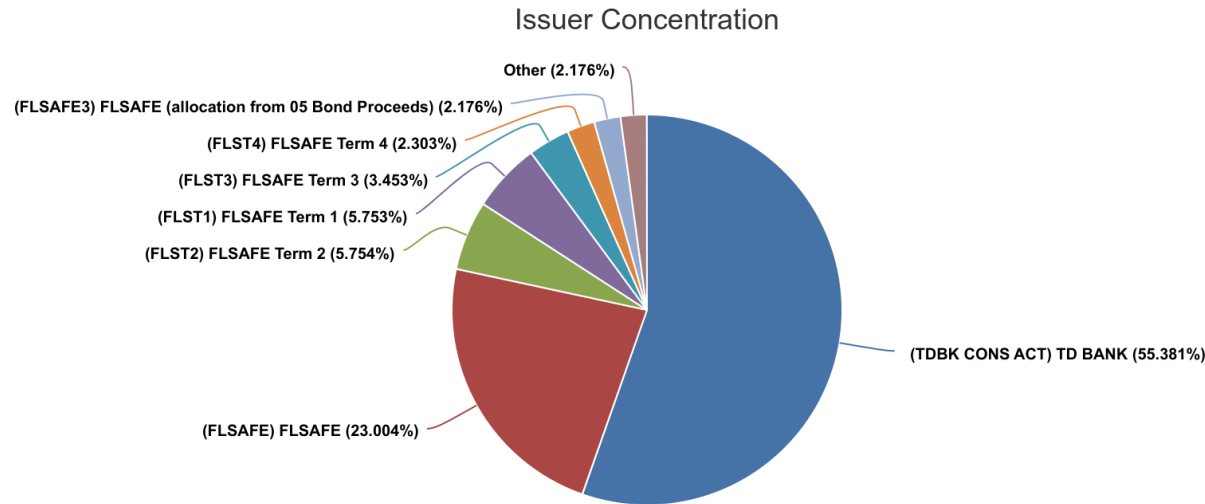


Chart calculated by: Market Value + Accrued

(FL SBA) SBA

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FL SBA	MMFUND	SBA (FL SBA) SBA	3,227.66	Fixed	N	0.00	0.23	0.23	10/31/2015 10/31/2015	0.00	3,227.66 3,227.66	3,227.66 3,227.66
FL SBA	MMFUND	SBA (FL SBA) SBA	3,227.66	Fixed	N	0.00	0.23	0.23	10/31/2015 10/31/2015	0.00	3,227.66 3,227.66	3,227.66 3,227.66

(FLSAFE) FLSAFE

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE	MMFUND	FLSAFE (FLSAFE) FLSAFE	19,998,951.47	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	19,998,951.47 19,998,951.47	19,998,951.47 19,998,951.47
FLSAFE	MMFUND	FLSAFE (FLSAFE) FLSAFE	19,998,951.47	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	19,998,951.47 19,998,951.47	19,998,951.47 19,998,951.47

(FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE3	MMFUND	FLSAFE (allocation from 05 Bond Proceeds) (FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)	1,891,411.57	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	1,891,411.57 1,891,411.57	1,891,411.57 1,891,411.57

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of Cash (43804)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE3	MMFUND	FLSAFE (allocation from 05 Bond Proceeds) (FLSAFE3) FLSAFE (allocation from 05 Bond Proceeds)	1,891,411.57	Fixed	N	0.00	0.10	0.10	10/31/2015 10/31/2015	0.00	1,891,411.57 1,891,411.57	1,891,411.57 1,891,411.57

(FLST1) FLSAFE Term 1

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST1	CD	FLSAFE Term 1 (FLST1) FLSAFE Term 1	5,000,000.00	Fixed	N	0.405	0.30	0.30	03/28/2016 03/28/2016	1,397.26	5,000,000.00 5,001,397.26	5,000,000.00 5,001,397.26
FLST1	CD	FLSAFE Term 1 (FLST1) FLSAFE Term 1	5,000,000.00	Fixed	N	0.405	0.30	0.30	03/28/2016 03/28/2016	1,397.26	5,000,000.00 5,001,397.26	5,000,000.00 5,001,397.26

(FLST2) FLSAFE Term 2

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST2	CD	FLSAFE Term 2 (FLST2) FLSAFE Term 2	5,000,000.00	Fixed	N	0.905	0.60	0.60	09/28/2016 09/28/2016	2,794.52	5,000,000.00 5,002,794.52	5,000,000.00 5,002,794.52
FLST2	CD	FLSAFE Term 2 (FLST2) FLSAFE Term 2	5,000,000.00	Fixed	N	0.905	0.60	0.60	09/28/2016 09/28/2016	2,794.52	5,000,000.00 5,002,794.52	5,000,000.00 5,002,794.52

(FLST3) FLSAFE Term 3

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST3	CD	FLSAFE Term 3 (FLST3) FLSAFE Term 3	3,000,000.00	Fixed	N	1.881	0.80	0.799	09/28/2017 09/28/2017	2,235.62	3,000,000.00 3,002,235.62	3,000,000.00 3,002,235.62
FLST3	CD	FLSAFE Term 3 (FLST3) FLSAFE Term 3	3,000,000.00	Fixed	N	1.881	0.80	0.799	09/28/2017 09/28/2017	2,235.62	3,000,000.00 3,002,235.62	3,000,000.00 3,002,235.62

(FLST4) FLSAFE Term 4

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST4	CD	FLSAFE Term 4 (FLST4) FLSAFE Term 4	2,000,000.00	Fixed	N	2.819	1.10	1.099	09/28/2018 09/28/2018	2,049.32	2,000,000.00 2,002,049.32	2,000,000.00 2,002,049.32
FLST4	CD	FLSAFE Term 4 (FLST4) FLSAFE Term 4	2,000,000.00	Fixed	N	2.819	1.10	1.099	09/28/2018 09/28/2018	2,049.32	2,000,000.00 2,002,049.32	2,000,000.00 2,002,049.32

(TDBK CONS ACT) TD BANK

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
TDBK CONS ACT	MMFUND	TD BANK (TDBK CONS ACT) TD BANK	48,146,984.50	Fixed	N	0.00	0.30	0.30	10/31/2015 10/31/2015	0.00	48,146,984.50 48,146,984.50	48,146,984.50 48,146,984.50
TDBK CONS ACT	MMFUND	TD BANK (TDBK CONS ACT) TD BANK	48,146,984.50	Fixed	N	0.00	0.30	0.30	10/31/2015 10/31/2015	0.00	48,146,984.50 48,146,984.50	48,146,984.50 48,146,984.50

(WF ACT) Wells Fargo

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of Cash (43804)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
WF ACT	MMFUND	Wells Fargo (WF ACT) Wells Fargo	1,888,952.25	Fixed	N	0.00	0.02	0.02	10/31/2015 10/31/2015	0.00	1,888,952.25 1,888,952.25	1,888,952.25 1,888,952.25
WF ACT	MMFUND	Wells Fargo (WF ACT) Wells Fargo	1,888,952.25	Fixed	N	0.00	0.02	0.02	10/31/2015 10/31/2015	0.00	1,888,952.25 1,888,952.25	1,888,952.25 1,888,952.25

Summary

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
---	---	---	86,929,527.45	Fixed	N	0.205	0.297	0.296	01/15/2016 01/15/2016	8,476.71	86,929,527.45 86,938,004.16	86,929,527.45 86,938,004.16

* Grouped By: Issuer Concentration. * Groups Sorted By: Issuer Concentration. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Security Type GASB 40 Trade Date

As of 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of Cash (43804)

Dated: 11/16/2015

Security Type

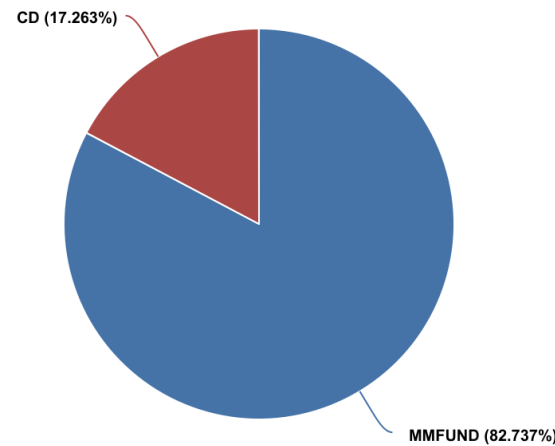


Chart calculated by: Market Value + Accrued

CD

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLST1 FLSAFE Term 1 CD	Fixed	N	0.405	NA NA	5,000,000.00	03/28/2016 03/28/2016	0.30 0.30	1,397.26	5,000,000.00 5,001,397.26	5,000,000.00 5,001,397.26
FLST4 FLSAFE Term 4 CD	Fixed	N	2.819	NA NA	2,000,000.00	09/28/2018 09/28/2018	1.10 1.099	2,049.32	2,000,000.00 2,002,049.32	2,000,000.00 2,002,049.32
FLST3 FLSAFE Term 3 CD	Fixed	N	1.881	NA NA	3,000,000.00	09/28/2017 09/28/2017	0.80 0.799	2,235.62	3,000,000.00 3,002,235.62	3,000,000.00 3,002,235.62
FLST2 FLSAFE Term 2 CD	Fixed	N	0.905	NA NA	5,000,000.00	09/28/2016 09/28/2016	0.60 0.60	2,794.52	5,000,000.00 5,002,794.52	5,000,000.00 5,002,794.52
--- --- CD	Fixed	N	1.189	NA NA	15,000,000.00	01/15/2017 01/15/2017	0.607 0.606	8,476.71	15,000,000.00 15,008,476.71	15,000,000.00 15,008,476.71

MMFUND

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	Fixed	N	0.00	NA NA	1,891,411.57	10/31/2015 10/31/2015	0.10 0.10	0.00	1,891,411.57 1,891,411.57	1,891,411.57 1,891,411.57

Security Type GASB 40 Trade Date

Tamarac, City of Cash (43804)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
FLSAFE FLSAFE MMFUND	Fixed	N	0.00	NA NA	19,998,951.47	10/31/2015 10/31/2015	0.10 0.10	0.00	19,998,951.47 19,998,951.47	19,998,951.47 19,998,951.47
WF ACT Wells Fargo MMFUND	Fixed	N	0.00	NA NA	1,888,952.25	10/31/2015 10/31/2015	0.02 0.02	0.00	1,888,952.25 1,888,952.25	1,888,952.25 1,888,952.25
TDBK CONS ACT TD BANK MMFUND	Fixed	N	0.00	NA NA	48,146,984.50	10/31/2015 10/31/2015	0.30 0.30	0.00	48,146,984.50 48,146,984.50	48,146,984.50 48,146,984.50
FL SBA SBA MMFUND	Fixed	N	0.00	NA NA	3,227.66	10/31/2015 10/31/2015	0.23 0.23	0.00	3,227.66 3,227.66	3,227.66 3,227.66
--- --- MMFUND	Fixed	N	0.00	NA NA	71,929,527.45	10/31/2015 10/31/2015	0.232 0.232	0.00	71,929,527.45 71,929,527.45	71,929,527.45 71,929,527.45

Summary

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
--- --- ---	Fixed	N	0.205	NA NA	86,929,527.45	01/15/2016 01/15/2016	0.297 0.296	8,476.71	86,929,527.45 86,938,004.16	86,929,527.45 86,938,004.16

* Grouped By: Security Type. * Groups Sorted By: Security Type. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Portfolio Activity Summary

Tamarac, City of Cash (43804)

10/01/2015 - 10/31/2015

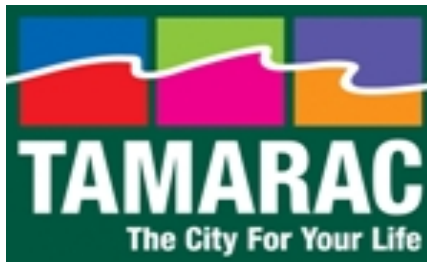
[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description, Security Type	Interest/ Dividend Received	Transfers In/Out	Purchases	Purchased Accrued Income	Sales	Disposed Accrued	Maturities and Redemptions	Paydowns	Net Realized Gain/Loss	Beginning Original Cost, Ending Original Cost	Beginning Market Value, Ending Market Value
TDBK CONS ACT TD BANK MMFUND	11,998.13	0.00	7,143,373.55	0.00	-16,316,077.04	0.00	0.00	0.00	0.00	57,319,687.99 48,146,984.50	57,319,687.99 48,146,984.50
FLSAFE FLSAFE MMFUND	1,630.29	0.00	1,630.29	0.00	0.00	0.00	0.00	0.00	0.00	19,997,321.18 19,998,951.47	19,997,321.18 19,998,951.47
WF ACT Wells Fargo MMFUND	28.85	0.00	4,338.62	0.00	-1,400.04	0.00	0.00	0.00	0.00	1,886,013.67 1,888,952.25	1,886,013.67 1,888,952.25
FLSAFE3 FLSAFE (allocation from 05 Bond Proceeds) MMFUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,891,411.57 1,891,411.57	1,891,411.57 1,891,411.57
FL SBA SBA MMFUND	0.74	0.00	0.74	0.00	0.00	0.00	0.00	0.00	0.00	3,226.92 3,227.66	3,226.92 3,227.66
CCYUSD Cash CASH	0.00	-9,181,791.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00	0.00 0.00
FLST4 FLSAFE Term 4 CD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00 2,000,000.00	2,000,000.00 2,000,000.00
FLST3 FLSAFE Term 3 CD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000,000.00 3,000,000.00	3,000,000.00 3,000,000.00
FLST2 FLSAFE Term 2 CD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000,000.00 5,000,000.00	5,000,000.00 5,000,000.00
FLST1 FLSAFE Term 1 CD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000,000.00 5,000,000.00	5,000,000.00 5,000,000.00
---	13,658.01	-9,181,791.89	7,149,343.20	0.00	-16,317,477.08	0.00	0.00	0.00	0.00	96,097,661.33 86,929,527.45	96,097,661.33 86,929,527.45

* Weighted By: Ending Market Value + Accrued.

Monthly Investment Report for Period Ended October 31, 2015



City of Tamarac Managed Portfolio
525 NW 88th Ave.
Tamarac, FL 33321

Public Trust Advisors LLC
4767 New Broad Street
Orlando, Florida 32814

City of Tamarac Managed Portfolio Summary

Investment Management Portfolio Review

Investment Portfolio Summary Comparison	3
Investment Portfolio Maturity Distribution	4
Investment Portfolio Rating Distribution	5
Investment Portfolio Security Distribution - Market Value	6
Investment Portfolio Security Distribution - Historical Cost	7

Additional Disclosure

Page

City of Tamarac Managed Portfolio Summary Comparison for the period October 1, 2015 to October 31, 2015

City of Tamarac Managed Portfolio	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance	Portfolio Characteristic	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance
Historical Cost	\$ 22,520,832.85	\$ 22,535,870.45	Book Yield Gross	0.87%	0.84%
Book Value	\$ 22,354,630.89	\$ 22,366,482.32	Market Yield Gross	0.75%	0.71%
Accrued Interest	78,530.68	82,296.31	Weighted Average Coupon	1.31%	1.27%
Book Value Plus Accrued	\$ 22,433,161.57	\$ 22,448,778.63	Duration	1.19 Years	1.12 Years
Net Unrealized Gain/Loss	26,318.27	31,133.44	Weighted Effective Maturity	1.22 Years	1.15 Years
Market Value Plus Accrued⁽²⁾	\$ 22,459,479.84	\$ 22,479,912.07	Weighted Final Maturity	1.23 Years	1.16 Years
Net Pending Transactions	12.60	47.32			
Market Value Plus Accrued Net⁽²⁾	\$ 22,459,492.44	\$ 22,479,959.39			

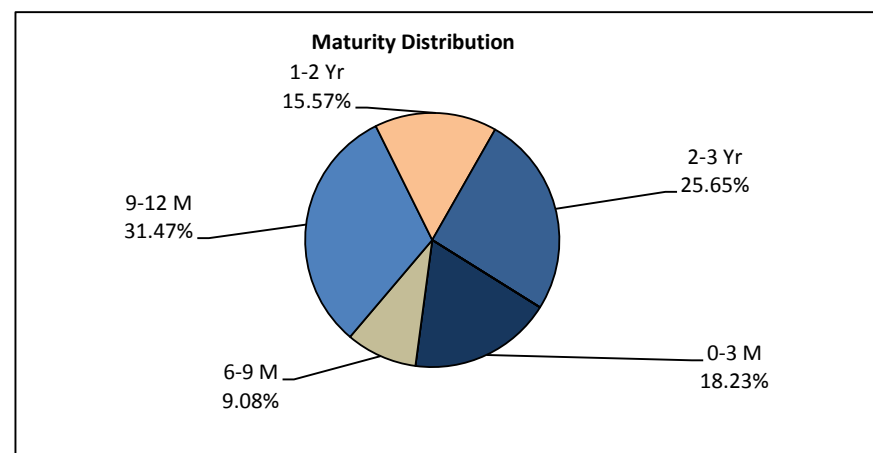
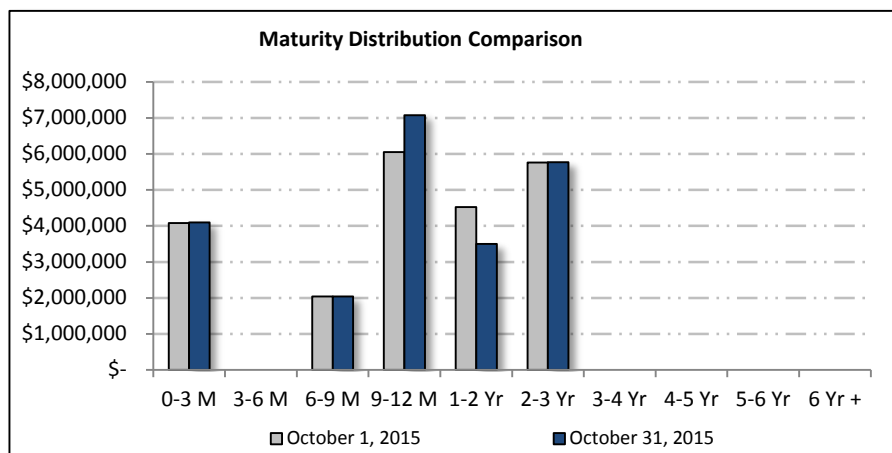
City of Tamarac Managed Portfolio	October 2015 Net Income
Interest Income	\$ 23,687.95
Net Amortization/Accretion	(8,036.17)
Net Realized Gain/Loss	0.00
Net Income	\$ 15,651.78

(1) Payables represent amounts due to settle security transactions that have been executed but have not settled as of period end. The funds used to settle these trades may come from a variety of sources including cash within the portfolio, proceeds from future security transactions including maturities and sales, or other sources including money market funds. For reporting purposes, a payable is created for over-period settlements which are reflected in the detailed holdings.

(2) Market Value Plus Accrued Net represents the market value of the portfolio net payables and receivables from transactions that settle in the following reporting period.

City of Tamarac Managed Portfolio Maturity Distribution Market Value Basis October 1, 2015 to October 31, 2015

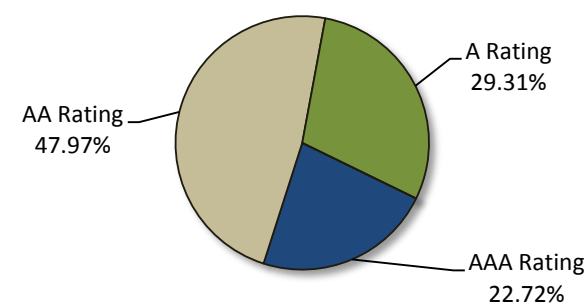
Maturity Distribution	October 1, 2015 Beginning Balance	October 31, 2015 Ending Balance	Portfolio Allocation	Distribution Change
0-3 Months	\$ 4,082,066.72	\$ 4,098,066.54	18.23%	0.05%
3-6 Months	-	-	0.00%	0.00%
6-9 Months	2,039,793.33	2,041,467.50	9.08%	0.00%
9-12 Months	6,052,854.17	7,074,501.67	31.47%	4.52%
1-2 Years	4,523,483.73	3,499,051.73	15.57%	-4.58%
2-3 Years	5,761,281.89	5,766,824.64	25.65%	0.00%
3-4 Years	-	-	0.00%	0.00%
4-5 Years	-	-	0.00%	0.00%
5-6 Years	-	-	0.00%	0.00%
6 Years +	-	-	0.00%	0.00%
Total Portfolio	\$ 22,459,479.84	\$ 22,479,912.07	100.00%	



City of Tamarac Managed Portfolio Rating Distribution Market Value Basis October 1, 2015 to October 31, 2015

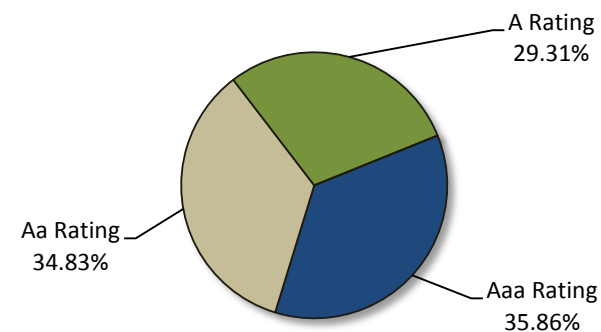
S&P Rating Distribution	October 31, 2015 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
A-1+	\$ -	0.00%
A-1	-	0.00%
Total Short Term Ratings	\$ -	0.00%
Long Term Rating Distribution		
AAA Rating	\$ 5,107,422.51	22.72%
AA Rating	10,784,484.01	47.97%
A Rating	6,588,005.56	29.31%
Below A or Not Rated	-	0.00%
Total Long Term Rating	\$ 22,479,912.07	100.00%
Total Portfolio	\$ 22,479,912.07	100.00%

Portfolio Allocation By Standard and Poors' Rating



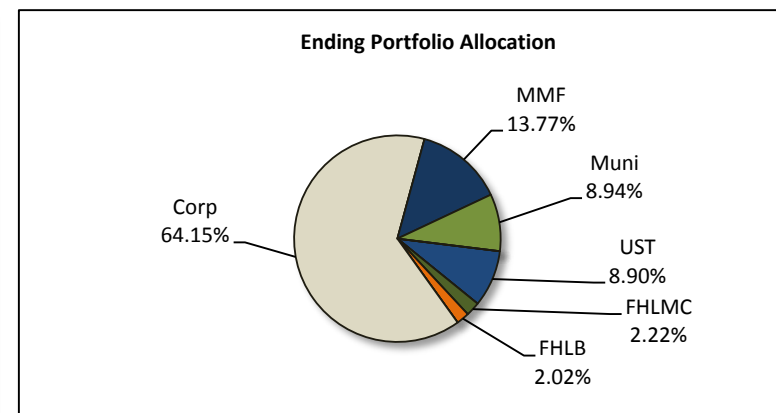
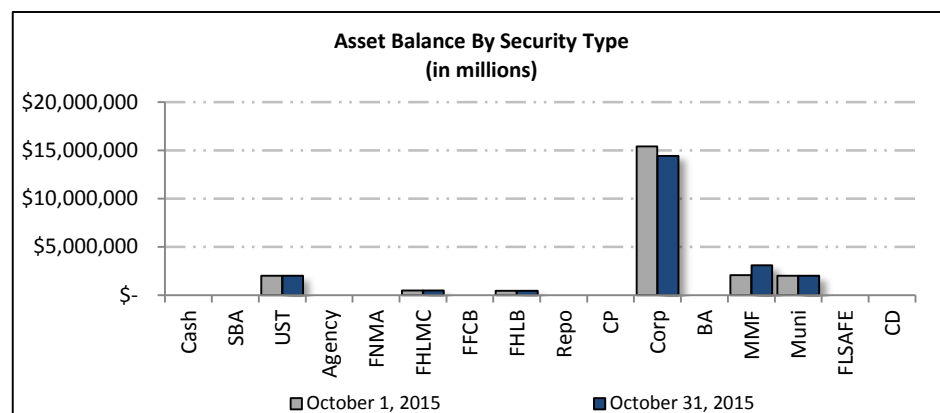
Moody's Rating Distribution	October 31, 2015 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
P-1	\$ -	0.00%
P-2	-	0.00%
Total Short Term Ratings	\$ -	0.00%
Long Term Rating Distribution		
Aaa Rating	\$ 8,061,638.02	35.86%
Aa Rating	7,830,268.50	34.83%
A Rating	6,588,005.56	29.31%
Below A or Not Rated	-	0.00%
Total Long Term Rating	\$ 22,479,912.07	100.00%
Total Portfolio	\$ 22,479,912.07	100.00%

Portfolio Allocation By Moody's Rating



City of Tamarac Managed Portfolio Market Value Basis Security Distribution October 1, 2015 to October 31, 2015

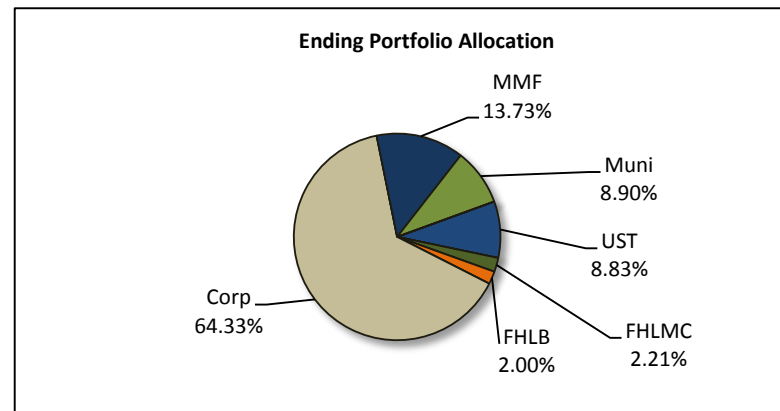
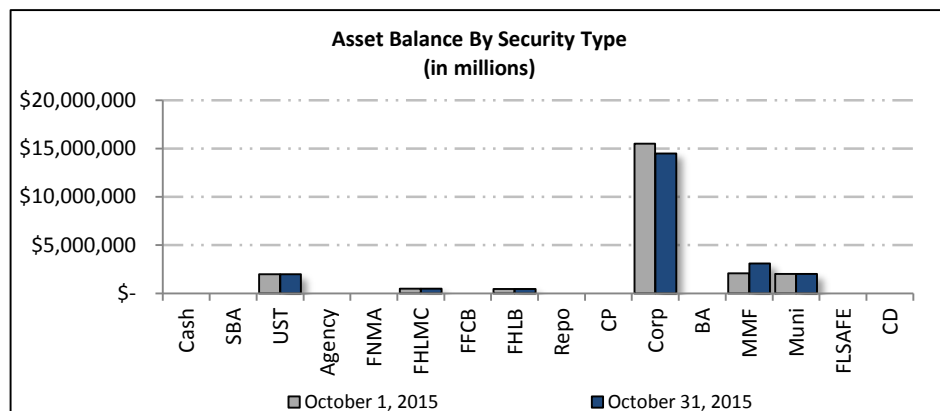
Security Distribution	October 1, 2015 Beginning Balance	Portfolio Allocation	October 31, 2015 Ending Balance	Book Yield	Portfolio Allocation	Change in Allocation
Cash	\$ -	0.00%	\$ -	0.00%	0.00%	0.00%
SBA	-	0.00%	-	0.00%	0.00%	0.00%
U.S. Treasury Notes	2,006,433.85	8.93%	2,000,665.59	0.86%	8.90%	-0.03%
U.S. Agency Notes	-	0.00%	-	0.00%	0.00%	0.00%
FNMA	-	0.00%	-	0.00%	0.00%	0.00%
FHLMC	500,402.92	2.23%	499,745.42	0.95%	2.22%	0.00%
FFCB	-	0.00%	-	0.00%	0.00%	0.00%
FHLB	454,140.50	2.02%	453,804.50	0.82%	2.02%	0.00%
Fed Instrumentality Subtotal	\$ 954,543.42	4.25%	\$ 953,549.92	0.89%	4.24%	-0.01%
Repurchase Agreement	-	0.00%	-	0.00%	0.00%	0.00%
Commercial Paper	-	0.00%	-	0.00%	0.00%	0.00%
Corporate Notes	15,412,906.42	68.63%	14,421,152.81	1.01%	64.15%	-4.47%
Bankers Acceptances	-	0.00%	-	0.00%	0.00%	0.00%
Money Market Funds	2,074,766.16	9.24%	3,094,653.76	0.02%	13.77%	4.53%
Municipal Bonds	2,010,830.00	8.95%	2,009,890.00	0.81%	8.94%	-0.01%
FLSAFE	-	0.00%	-	0.00%	0.00%	0.00%
Certificates of Deposit	-	0.00%	-	0.00%	0.00%	0.00%
Total Portfolio Market Value	\$ 22,459,479.84	100.00%	\$ 22,479,912.07	0.84%	100.00%	



*Permitted allocation based on aggregate assets as defined within the investment policy.

City of Tamarac Managed Portfolio Historical Cost Basis Security Distribution October 1, 2015 to October 31, 2015

Security Distribution	October 1, 2015 Beginning Balance	Portfolio Allocation	October 31, 2015 Ending Balance	Book Yield	Portfolio Allocation	Change in Allocation
Cash	\$ -	0.00%	\$ -	0.00%	0.00%	0.00%
SBA	-	0.00%	-	0.00%	0.00%	0.00%
U.S. Treasury Notes	1,990,117.19	8.84%	1,990,117.19	0.86%	8.83%	-0.01%
U.S. Agency Notes	-	0.00%	-	0.00%	0.00%	0.00%
FNMA	-	0.00%	-	0.00%	0.00%	0.00%
FHLMC	497,380.00	2.21%	497,380.00	0.95%	2.21%	0.00%
FFCB	-	0.00%	-	0.00%	0.00%	0.00%
FHLB	451,611.00	2.01%	451,611.00	0.82%	2.00%	0.00%
Fed Instrumentality Subtotal	\$ 948,991.00	4.21%	\$ 948,991.00	0.89%	4.21%	0.00%
Repurchase Agreement	-	0.00%	-	0.00%	0.00%	0.00%
Commercial Paper	-	0.00%	-	0.00%	0.00%	0.00%
Corporate Notes	15,501,758.50	68.83%	14,496,908.50	1.01%	64.33%	-4.50%
Bankers Acceptances	-	0.00%	-	0.00%	0.00%	0.00%
Money Market Funds	2,074,766.16	9.21%	3,094,653.76	0.02%	13.73%	4.52%
Municipal Bonds	2,005,200.00	8.90%	2,005,200.00	0.81%	8.90%	-0.01%
FLSAFE	-	0.00%	-	0.00%	0.00%	0.00%
Certificates of Deposit	-	0.00%	-	0.00%	0.00%	0.00%
Total Portfolio Historical Cost	\$ 22,520,832.85	100.00%	\$ 22,535,870.45	0.84%	100.00%	



*Permitted allocation based on aggregate assets as defined within the investment policy.

Additional Disclosure

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. Please review the contents of this statement carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio or security detail, or any other facet of your statement, please feel free to contact us.

Public Trust Advisor's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by Public Trust Advisors. The custodian bank maintains the control of assets and executes and settles all investments transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust Advisors recognizes that clients may use these reports to facilitate record keeping; therefore the custodian bank statement and the Public Trust Advisors statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference. Please contact your relationship manager or our toll free number 855-395-3954 with questions regarding your account.

Public Trust Advisors does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Pricing sources from our reporting platform are provided by Clearwater reporting platform and are established by Clearwater's internal pricing procedures. Clearwater utilizes a hierarchical pricing model which starts with one of the industry's pricing sources, S&P Capital IQ. Securities with short maturities and infrequent secondary market trades are typically priced via mathematical calculations. The Securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public trust Advisors, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency, unless otherwise specifically stated. Investment in fixed income securities involves risks, including the possible loss of the amount invested.

Past performance is not an indication of future performance.

Beginning and Ending Balances based on Market Value plus Accrued Interest on a Trade Date basis.

Public Trust Advisors is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, privacy policy, or code of ethics please contact Service Operations at the address below.

Public Trust Advisors
999 18th Street, Suite 1230
Denver, CO 80202

City of Tamarac Managed Portfolio Detail

Portfolio Holdings

Portfolio Income

Portfolio Transactions

Issuer Concentration

Security Concentration

Portfolio Activity Summary



Month End Report Trade Date

Tamarac, City of (43270)

Month End (M10 Y2015)

10/01/2015 - 10/31/2015

Dated: 11/16/2015

Locked Down

Table of Contents

Dated: 11/16/2015

<u>Holdings Report Trade Date (Tamarac, City of (43270))</u>	1
<u>Income Detail Report Trade Date (Tamarac, City of (43270))</u>	3
<u>Transactions Realized Gain Loss Report (Tamarac, City of (43270))</u>	4
<u>Issuer Concentration with Yield GASB 40 Trade Date (Tamarac, City of (43270))</u>	5
<u>Security Type GASB 40 Trade Date (Tamarac, City of (43270))</u>	10
<u>Portfolio Activity Summary (Tamarac, City of (43270))</u>	13

Holdings Report Trade Date

Tamarac, City of (43270)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Description, Identifier, Security Type, Coupon	Effective Maturity, Final Maturity, Callable, Next Call Date	Original Cost, Current Units, Market Price	Trade Date, Settle Date	Moodys Rating, S&P Rating, Fitch Rating	Book Value, Book Value + Accrued	Accrued Balance, Net Unrealized Gain/Loss	Market Value, Market Value + Accrued
FEDERAL HOME LOAN BANK 313379FW4 AGCY BOND 1.00 ---	06/09/2017 06/09/2017 N ---	451,611.00 450,000.00 100.451	06/09/2015 06/10/2015	Aaa AA+ AAA	451,295.63 453,070.63	1,775.00 733.87	452,029.50 453,804.50
FREDDIE MAC 3137EADN6 AGCY BOND 0.75 ---	01/12/2018 01/12/2018 N ---	497,380.00 500,000.00 99.722	05/12/2015 05/13/2015	Aaa AA+ AAA	497,836.83 498,972.24	1,135.42 773.17	498,610.00 499,745.42
3M COMPANY 88579YAD3 CORP 1.375 ---	09/29/2016 09/29/2016 N ---	1,024,050.00 1,000,000.00 100.734	03/12/2013 03/15/2013	Aa3 AA- NA	1,006,234.90 1,007,457.12	1,222.22 1,105.10	1,007,340.00 1,008,562.22
US BANCORP 91159HHD5 CORP 1.65 ---	04/15/2017 05/15/2017 Y 04/15/2017	1,014,440.00 1,000,000.00 100.862	02/19/2015 02/24/2015	A1 A+ AA	1,009,844.38 1,017,452.72	7,608.33 -1,224.38	1,008,620.00 1,016,228.33
TORONTO-DOMINION BANK 89114QAE8 CORP 2.375 ---	10/19/2016 10/19/2016 N ---	1,031,110.00 1,000,000.00 101.549	10/30/2014 11/04/2014	Aa1 AA- AA-	1,015,380.16 1,016,171.83	791.67 109.84	1,015,490.00 1,016,281.67
COLGATE-PALMOLIVE CO 19416QEB2 CORP 0.90 ---	05/01/2018 05/01/2018 N ---	990,840.00 1,000,000.00 99.461	01/21/2015 01/26/2015	Aa3 AA- AA-	992,954.78 997,454.78	4,500.00 1,655.22	994,610.00 999,110.00
CHEVRON CORP 166764AE0 CORP 1.718 05/24/2018	05/24/2018 06/24/2018 Y 05/24/2018	1,011,540.00 1,000,000.00 101.035	01/21/2015 01/26/2015	Aa1 AA NA	1,008,931.66 1,014,992.38	6,060.72 1,418.34	1,010,350.00 1,016,410.72
AMERICAN EXPRESS CREDIT 0258M0DG1 CORP 1.30 ---	07/29/2016 07/29/2016 N ---	1,008,146.00 1,000,000.00 100.412	01/08/2014 01/13/2014	A2 A- A+	1,002,395.27 1,005,717.49	3,322.22 1,724.73	1,004,120.00 1,007,442.22
ANHEUSER-BUSCH INBEV FIN 035242AC0 CORP 1.25 ---	01/17/2018 01/17/2018 N ---	499,230.00 500,000.00 98.932	06/03/2015 06/08/2015	A2 A A	499,347.71 501,153.27	1,805.56 -4,687.71	494,660.00 496,465.56
TOYOTA MOTOR CREDIT CORP 89233P5E2 CORP 2.00 ---	09/15/2016 09/15/2016 N ---	1,014,340.00 1,000,000.00 101.204	07/10/2015 07/15/2015	Aa3 AA- A	1,010,717.31 1,013,272.87	2,555.56 1,322.69	1,012,040.00 1,014,595.56
APPLE INC 037833AJ9 CORP 1.00 ---	05/03/2018 05/03/2018 N ---	741,622.50 750,000.00 99.715	06/09/2015 06/12/2015	Aa1 AA+ NA	742,723.98 746,432.31	3,708.33 5,138.52	747,862.50 751,570.83
GOOGLE INC 38259PAC6 CORP 2.125 ---	05/19/2016 05/19/2016 N ---	1,045,400.00 1,000,000.00 100.973	02/13/2013 02/19/2013	Aa2 AA NA	1,007,741.10 1,017,303.60	9,562.50 1,988.89	1,009,730.00 1,019,292.50
EXXON MOBIL CORPORATION 30231GAL6 CORP 1.305 ---	03/06/2018 03/06/2018 N ---	1,000,880.00 1,000,000.00 100.533	03/04/2015 03/09/2015	Aaa AAA NA	1,000,693.11 1,002,686.86	1,993.75 4,636.89	1,005,330.00 1,007,323.75
PEPSICO INC 713448BT4 CORP 2.50 ---	05/10/2016 05/10/2016 N ---	1,053,160.00 1,000,000.00 101.03	02/05/2013 02/08/2013	A1 A A	1,008,662.57 1,020,537.57	11,875.00 1,637.43	1,010,300.00 1,022,175.00
PNC FUNDING CORP 693476BM4 CORP 2.70 08/19/2016	08/19/2016 09/19/2016 Y 08/19/2016	1,041,210.00 1,000,000.00 101.458	09/27/2013 10/02/2013	A3 A- A+	1,011,571.68 1,014,721.68	3,150.00 3,008.32	1,014,580.00 1,017,730.00
WELLS FARGO & COMPANY 94974BFD7 CORP 2.10 ---	05/08/2017 05/08/2017 N ---	1,017,460.00 1,000,000.00 101.446	12/18/2014 12/23/2014	A2 A+ AA-	1,011,235.24 1,021,326.90	10,091.67 3,224.76	1,014,460.00 1,024,551.67

Holdings Report Trade Date

Tamarac, City of (43270)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Description, Identifier, Security Type, Coupon	Effective Maturity, Final Maturity, Callable, Next Call Date	Original Cost, Current Units, Market Price	Trade Date, Settle Date	Moodys Rating, S&P Rating, Fitch Rating	Book Value, Book Value + Accrued	Accrued Balance, Net Unrealized Gain/Loss	Market Value, Market Value + Accrued
CATERPILLAR FINANCIAL SE 14912L5H0 CORP 0.70	11/06/2015 11/06/2015 N ---	1,003,480.00 1,000,000.00 100.001	01/24/2013 01/29/2013	A2 A A	1,000,017.19 1,003,419.96	3,402.78 -7.19	1,000,010.00 1,003,412.78
STIT-TREASURY PTF-INS 7D 825252406 MMFUND 0.02	10/31/2015 10/31/2015 N ---	3,094,653.76 3,094,653.76 1.00	--- ---	Aaa AAAm AAA	3,094,653.76 3,094,653.76	0.00 0.00	3,094,653.76 3,094,653.76
MARYLAND ST-B-TXBL 574193HL5 MUNI 0.95	08/01/2016 08/01/2016 N ---	1,004,700.00 1,000,000.00 100.307	07/26/2013 08/06/2013	Aaa AAA AAA	1,001,190.44 1,003,565.44	2,375.00 1,879.56	1,003,070.00 1,005,445.00
WASHINGTON ST-T-TXBL 93974DAL2 MUNI 0.85	08/01/2016 08/01/2016 N ---	1,000,500.00 1,000,000.00 100.232	08/08/2013 08/21/2013	Aa1 AA+ AA+	1,000,128.25 1,002,253.25	2,125.00 2,191.75	1,002,320.00 1,004,445.00
US TREASURY N/B 912828WF3 US GOV 0.625	11/15/2016 11/15/2016 N ---	997,421.88 1,000,000.00 100.158	01/21/2014 01/23/2014	Aaa AA+ AAA	999,041.91 1,001,929.14	2,887.23 2,538.09	1,001,580.00 1,004,467.23
US TREASURY N/B 912828K25 US GOV 0.75	04/15/2018 04/15/2018 N ---	992,695.31 1,000,000.00 99.585	05/07/2015 05/08/2015	Aaa AA+ AAA	993,884.45 994,232.81	348.36 1,965.55	995,850.00 996,198.36
---	12/23/2016	22,535,870.45	---	Aa3	22,366,482.32	82,296.31	22,397,615.76
---	12/27/2016	22,294,653.76	---	AA-	22,448,778.63	31,133.44	22,479,912.07
---	---	---	---	AA-			

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Income Detail Report Trade Date

Tamarac, City of (43270)

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description	Final Maturity	Current Units	Earned Interest Income	Realized Gain, Realized Loss	Accretion Income	Amortization Expense	Net Earned Income	Interest Payment Received, Ending Interest Due
166764AE0 CHEVRON CORP	06/24/2018	1,000,000.00	1,431.67	0.00 0.00	0.00	-289.73	1,141.94	0.00 0.00
037833AJ9 APPLE INC	05/03/2018	750,000.00	625.00	0.00 0.00	240.46	0.00	865.46	0.00 0.00
19416QEB2 COLGATE-PALMOLIVE CO	05/01/2018	1,000,000.00	750.00	0.00 0.00	233.21	0.00	983.21	0.00 0.00
912828K25 US TREASURY N/B	04/15/2018	1,000,000.00	635.25	0.00 0.00	208.62	0.00	843.86	3,750.00 0.00
30231GAL6 EXXON MOBIL CORPORATION	03/06/2018	1,000,000.00	1,087.50	0.00 0.00	0.00	-24.82	1,062.68	0.00 0.00
035242AC0 ANHEUSER-BUSCH INBEV FIN	01/17/2018	500,000.00	520.83	0.00 0.00	24.51	0.00	545.34	0.00 0.00
3137EADN6 FREDDIE MAC	01/12/2018	500,000.00	312.50	0.00 0.00	82.10	0.00	394.60	0.00 0.00
313379FW4 FEDERAL HOME LOAN BANK	06/09/2017	450,000.00	375.00	0.00 0.00	0.00	-67.89	307.11	0.00 0.00
91159HHD5 US BANCORP	05/15/2017	1,000,000.00	1,375.00	0.00 0.00	0.00	-564.79	810.21	0.00 0.00
94974BFD7 WELLS FARGO & COMPANY	05/08/2017	1,000,000.00	1,750.00	0.00 0.00	0.00	-614.83	1,135.17	0.00 0.00
912828WF3 US TREASURY N/B	11/15/2016	1,000,000.00	526.49	0.00 0.00	77.35	0.00	603.84	0.00 0.00
89114QAE8 TORONTO-DOMINION BANK	10/19/2016	1,000,000.00	1,979.17	0.00 0.00	0.00	-1,344.96	634.20	11,875.00 0.00
88579YAD3 3M COMPANY	09/29/2016	1,000,000.00	1,145.83	0.00 0.00	0.00	-582.83	563.00	0.00 0.00
693476BM4 PNC FUNDING CORP	09/19/2016	1,000,000.00	2,250.00	0.00 0.00	0.00	-1,230.39	1,019.61	0.00 0.00
89233P5E2 TOYOTA MOTOR CREDIT CORP	09/15/2016	1,000,000.00	1,666.67	0.00 0.00	0.00	-1,045.78	620.89	0.00 0.00
574193HL5 MARYLAND ST-B-TXBL	08/01/2016	1,000,000.00	791.67	0.00 0.00	0.00	-133.36	658.31	0.00 0.00
93974DAL2 WASHINGTON ST-T-TXBL	08/01/2016	1,000,000.00	708.33	0.00 0.00	0.00	-14.37	693.97	0.00 0.00
0258M0DG1 AMERICAN EXPRESS CREDIT	07/29/2016	1,000,000.00	1,083.33	0.00 0.00	0.00	-271.10	812.23	0.00 0.00
38259PAC6 GOOGLE INC	05/19/2016	1,000,000.00	1,770.83	0.00 0.00	0.00	-1,184.16	586.67	0.00 0.00
713448BT4 PEPSICO INC	05/10/2016	1,000,000.00	2,083.33	0.00 0.00	0.00	-1,385.84	697.49	0.00 0.00
14912L5H0 CATERPILLAR FINANCIAL SE	11/06/2015	1,000,000.00	583.33	0.00 0.00	0.00	-106.57	476.75	0.00 0.00
825252406 STIT-TREASURY PTF-INS 7D	10/31/2015	3,094,653.76	47.32	0.00 0.00	0.00	0.00	47.32	12.60 47.32
CCYUSD Cash	10/31/2015	0.00	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00
369604BE2 GENERAL ELECTRIC CO	10/09/2015	0.00	188.89	0.00 0.00	0.00	-40.98	147.90	4,250.00 0.00
---	12/27/2016	22,294,653.76	23,687.95	0.00 0.00	866.25	-8,902.42	15,651.78	19,887.60 47.32

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Transactions Realized Gain Loss Report

Tamarac, City of (43270)

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

* Does not Lock Down.

Identifier	Description	Current Units	Type	Settle Date	Price	Principal	Realized Gain/Loss	Amount
369604BE2	GENERAL ELECTRIC CO	-1,000,000.00	Maturity	10/09/2015	100.00	-1,000,000.00	0.00	1,000,000.00
825252406	STIT-TREASURY PTF-INS 7D	1,000,000.00	Buy	10/09/2015	1.00	1,000,000.00	0.00	-1,000,000.00
825252406	STIT-TREASURY PTF-INS 7D	4,250.00	Buy	10/09/2015	1.00	4,250.00	0.00	-4,250.00
825252406	STIT-TREASURY PTF-INS 7D	12.60	Buy	10/02/2015	1.00	12.60	0.00	-12.60
825252406	STIT-TREASURY PTF-INS 7D	3,750.00	Buy	10/15/2015	1.00	3,750.00	0.00	-3,750.00
825252406	STIT-TREASURY PTF-INS 7D	11,875.00	Buy	10/19/2015	1.00	11,875.00	0.00	-11,875.00
825252406	STIT-TREASURY PTF-INS 7D	0.00	Money Market Funds	10/30/2015	---	0.00	0.00	47.32
369604BE2	GENERAL ELECTRIC CO	0.00	Coupon	10/09/2015	---	0.00	0.00	4,250.00
912828K25	US TREASURY N/B	0.00	Coupon	10/15/2015	---	0.00	0.00	3,750.00
89114QAE8	TORONTO-DOMINION BANK	0.00	Coupon	10/19/2015	---	0.00	0.00	11,875.00
---	---	19,887.60	---	---	---	19,887.60	0.00	34.72

* Filtered By: Type = Buy or Type = Sell or Type = Call Redemption or Type = Put Redemption or Type = Corporate Action Sell or Type = Cash Transfer or Type = Maturity or Type = Coupon or Type = Principal Paydown or Type = Money Market Funds. * MMF transactions are expanded.

* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of (43270)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Issuer Concentration

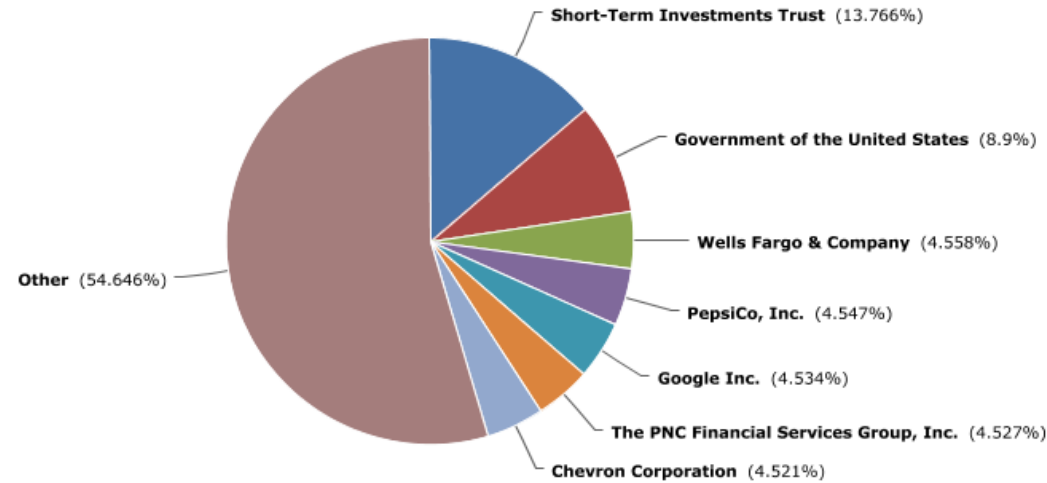


Chart calculated by: Market Value + Accrued

3M Company

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
88579YAD3	CORP	3M COMPANY 3M Company	1,000,000.00	Fixed	N	0.908	0.686	0.568	09/29/2016 09/29/2016	1,222.22	1,006,234.90 1,007,457.12	1,007,340.00 1,008,562.22
88579YAD3	CORP	3M COMPANY 3M Company	1,000,000.00	Fixed	N	0.908	0.686	0.568	09/29/2016 09/29/2016	1,222.22	1,006,234.90 1,007,457.12	1,007,340.00 1,008,562.22

American Express Company

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
0258M0DG1	CORP	AMERICAN EXPRESS CREDIT American Express Company	1,000,000.00	Fixed	N	0.741	0.975	0.746	07/29/2016 07/29/2016	3,322.22	1,002,395.27 1,005,717.49	1,004,120.00 1,007,442.22
0258M0DG1	CORP	AMERICAN EXPRESS CREDIT American Express Company	1,000,000.00	Fixed	N	0.741	0.975	0.746	07/29/2016 07/29/2016	3,322.22	1,002,395.27 1,005,717.49	1,004,120.00 1,007,442.22

Anheuser-Busch InBev

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
035242AC0	CORP	ANHEUSER-BUSCH INBEV FIN Anheuser-Busch InBev	500,000.00	Fixed	N	2.164	1.31	1.744	01/17/2018 01/17/2018	1,805.56	499,347.71 501,153.27	494,660.00 496,465.56
035242AC0	CORP	ANHEUSER-BUSCH INBEV FIN Anheuser-Busch InBev	500,000.00	Fixed	N	2.164	1.31	1.744	01/17/2018 01/17/2018	1,805.56	499,347.71 501,153.27	494,660.00 496,465.56

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of (43270)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Apple Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
037833AJ9	CORP	APPLE INC Apple Inc.	750,000.00	Fixed	N	2.455	1.395	1.116	05/03/2018 05/03/2018	3,708.33	742,723.98 746,432.31	747,862.50 751,570.83
037833AJ9	CORP	APPLE INC Apple Inc.	750,000.00	Fixed	N	2.455	1.395	1.116	05/03/2018 05/03/2018	3,708.33	742,723.98 746,432.31	747,862.50 751,570.83

Caterpillar Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
14912L5H0	CORP	CATERPILLAR FINANCIAL SE Caterpillar Inc.	1,000,000.00	Fixed	N	0.017	0.573	0.638	11/06/2015 11/06/2015	3,402.78	1,000,017.19 1,003,419.96	1,000,010.00 1,003,412.78
14912L5H0	CORP	CATERPILLAR FINANCIAL SE Caterpillar Inc.	1,000,000.00	Fixed	N	0.017	0.573	0.638	11/06/2015 11/06/2015	3,402.78	1,000,017.19 1,003,419.96	1,000,010.00 1,003,412.78

Chevron Corporation

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
166764AE0	CORP	CHEVRON CORP Chevron Corporation	1,000,000.00	Fixed	Y	2.566	1.362	1.306	05/24/2018 06/24/2018	6,060.72	1,008,931.66 1,014,992.38	1,010,350.00 1,016,410.72
166764AE0	CORP	CHEVRON CORP Chevron Corporation	1,000,000.00	Fixed	Y	2.566	1.362	1.306	05/24/2018 06/24/2018	6,060.72	1,008,931.66 1,014,992.38	1,010,350.00 1,016,410.72

Colgate-Palmolive Company

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
19416QEB2	CORP	COLGATE-PALMOLIVE CO Colgate-Palmolive Company	1,000,000.00	Fixed	N	2.464	1.187	1.119	05/01/2018 05/01/2018	4,500.00	992,954.78 997,454.78	994,610.00 999,110.00
19416QEB2	CORP	COLGATE-PALMOLIVE CO Colgate-Palmolive Company	1,000,000.00	Fixed	N	2.464	1.187	1.119	05/01/2018 05/01/2018	4,500.00	992,954.78 997,454.78	994,610.00 999,110.00

Exxon Mobil Corporation

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
30231GAL6	CORP	EXXON MOBIL CORPORATION Exxon Mobil Corporation	1,000,000.00	Fixed	N	2.303	1.275	1.074	03/06/2018 03/06/2018	1,993.75	1,000,693.11 1,002,686.86	1,005,330.00 1,007,323.75
30231GAL6	CORP	EXXON MOBIL CORPORATION Exxon Mobil Corporation	1,000,000.00	Fixed	N	2.303	1.275	1.074	03/06/2018 03/06/2018	1,993.75	1,000,693.11 1,002,686.86	1,005,330.00 1,007,323.75

Federal Home Loan Banks Office of Finance

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
313379FW4	AGCY BOND	FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance	450,000.00	Fixed	N	1.588	0.819	0.717	06/09/2017 06/09/2017	1,775.00	451,295.63 453,070.63	452,029.50 453,804.50
313379FW4	AGCY BOND	FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance	450,000.00	Fixed	N	1.588	0.819	0.717	06/09/2017 06/09/2017	1,775.00	451,295.63 453,070.63	452,029.50 453,804.50

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of (43270)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Federal Home Loan Mortgage Corp

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
3137EADN6	AGCY BOND	FREDDIE MAC Federal Home Loan Mortgage Corp	500,000.00	Fixed	N	2.169	0.95	0.878	01/12/2018 01/12/2018	1,135.42	497,836.83 498,972.24	498,610.00 499,745.42
3137EADN6	AGCY BOND	FREDDIE MAC Federal Home Loan Mortgage Corp	500,000.00	Fixed	N	2.169	0.95	0.878	01/12/2018 01/12/2018	1,135.42	497,836.83 498,972.24	498,610.00 499,745.42

Google Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
38259PAC6	CORP	GOOGLE INC Google Inc.	1,000,000.00	Fixed	N	0.547	0.709	0.361	05/19/2016 05/19/2016	9,562.50	1,007,741.10 1,017,303.60	1,009,730.00 1,019,292.50
38259PAC6	CORP	GOOGLE INC Google Inc.	1,000,000.00	Fixed	N	0.547	0.709	0.361	05/19/2016 05/19/2016	9,562.50	1,007,741.10 1,017,303.60	1,009,730.00 1,019,292.50

Government of the United States

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
912828WF3	US GOV	US TREASURY N/B Government of the United States	1,000,000.00	Fixed	N	1.036	0.718	0.473	11/15/2016 11/15/2016	2,887.23	999,041.91 1,001,929.14	1,001,580.00 1,004,467.23
912828K25	US GOV	US TREASURY N/B Government of the United States	1,000,000.00	Fixed	N	2.426	1.003	0.921	04/15/2018 04/15/2018	348.36	993,884.45 994,232.81	995,850.00 996,198.36
---	US GOV	US TREASURY N/B Government of the United States	2,000,000.00	Fixed	N	1.729	0.86	0.696	07/30/2017 07/30/2017	3,235.59	1,992,926.35 1,996,161.94	1,997,430.00 2,000,665.58

Maryland, State of

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
574193HL5	MUNI	MARYLAND ST-B-TXBL Maryland, State of	1,000,000.00	Fixed	N	0.748	0.79	0.541	08/01/2016 08/01/2016	2,375.00	1,001,190.44 1,003,565.44	1,003,070.00 1,005,445.00
574193HL5	MUNI	MARYLAND ST-B-TXBL Maryland, State of	1,000,000.00	Fixed	N	0.748	0.79	0.541	08/01/2016 08/01/2016	2,375.00	1,001,190.44 1,003,565.44	1,003,070.00 1,005,445.00

PepsiCo, Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
713448BT4	CORP	PEPSICO INC PepsiCo, Inc.	1,000,000.00	Fixed	N	0.52	0.841	0.543	05/10/2016 05/10/2016	11,875.00	1,008,662.57 1,020,537.57	1,010,300.00 1,022,175.00
713448BT4	CORP	PEPSICO INC PepsiCo, Inc.	1,000,000.00	Fixed	N	0.52	0.841	0.543	05/10/2016 05/10/2016	11,875.00	1,008,662.57 1,020,537.57	1,010,300.00 1,022,175.00

Short-Term Investments Trust

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
825252406	MMFUND	STIT-TREASURY PTF-INS 7D Short-Term Investments Trust	3,094,653.76	Fixed	N	0.00	0.02	0.02	10/31/2015 10/31/2015	0.00	3,094,653.76 3,094,653.76	3,094,653.76 3,094,653.76
825252406	MMFUND	STIT-TREASURY PTF-INS 7D Short-Term Investments Trust	3,094,653.76	Fixed	N	0.00	0.02	0.02	10/31/2015 10/31/2015	0.00	3,094,653.76 3,094,653.76	3,094,653.76 3,094,653.76

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of (43270)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

The PNC Financial Services Group, Inc.

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
693476BM4	CORP	PNC FUNDING CORP The PNC Financial Services Group, Inc.	1,000,000.00	Fixed	Y	0.587	1.239	0.867	08/19/2016 09/19/2016	3,150.00	1,011,571.68 1,014,721.68	1,014,580.00 1,017,730.00
693476BM4	CORP	PNC FUNDING CORP The PNC Financial Services Group, Inc.	1,000,000.00	Fixed	Y	0.587	1.239	0.867	08/19/2016 09/19/2016	3,150.00	1,011,571.68 1,014,721.68	1,014,580.00 1,017,730.00

The Toronto-Dominion Bank

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
89114QAE8	CORP	TORONTO-DOMINION BANK The Toronto-Dominion Bank	1,000,000.00	Fixed	N	0.96	0.771	0.768	10/19/2016 10/19/2016	791.67	1,015,380.16 1,016,171.83	1,015,490.00 1,016,281.67
89114QAE8	CORP	TORONTO-DOMINION BANK The Toronto-Dominion Bank	1,000,000.00	Fixed	N	0.96	0.771	0.768	10/19/2016 10/19/2016	791.67	1,015,380.16 1,016,171.83	1,015,490.00 1,016,281.67

Toyota Motor Corporation

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
89233P5E2	CORP	TOYOTA MOTOR CREDIT CORP Toyota Motor Corporation	1,000,000.00	Fixed	N	0.867	0.763	0.618	09/15/2016 09/15/2016	2,555.56	1,010,717.31 1,013,272.87	1,012,040.00 1,014,595.56
89233P5E2	CORP	TOYOTA MOTOR CREDIT CORP Toyota Motor Corporation	1,000,000.00	Fixed	N	0.867	0.763	0.618	09/15/2016 09/15/2016	2,555.56	1,010,717.31 1,013,272.87	1,012,040.00 1,014,595.56

U.S. Bancorp

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
91159HHD5	CORP	US BANCORP U.S. Bancorp	1,000,000.00	Fixed	Y	1.283	0.967	1.053	04/15/2017 05/15/2017	7,608.33	1,009,844.38 1,017,452.72	1,008,620.00 1,016,228.33
91159HHD5	CORP	US BANCORP U.S. Bancorp	1,000,000.00	Fixed	Y	1.283	0.967	1.053	04/15/2017 05/15/2017	7,608.33	1,009,844.38 1,017,452.72	1,008,620.00 1,016,228.33

Washington, State of

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
93974DAL2	MUNI	WASHINGTON ST-T-TXBL Washington, State of	1,000,000.00	Fixed	N	0.749	0.833	0.541	08/01/2016 08/01/2016	2,125.00	1,000,128.25 1,002,253.25	1,002,320.00 1,004,445.00
93974DAL2	MUNI	WASHINGTON ST-T-TXBL Washington, State of	1,000,000.00	Fixed	N	0.749	0.833	0.541	08/01/2016 08/01/2016	2,125.00	1,000,128.25 1,002,253.25	1,002,320.00 1,004,445.00

Wells Fargo & Company

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
94974BFD7	CORP	WELLS FARGO & COMPANY Wells Fargo & Company	1,000,000.00	Fixed	N	1.483	1.35	1.139	05/08/2017 05/08/2017	10,091.67	1,011,235.24 1,021,326.90	1,014,460.00 1,024,551.67
94974BFD7	CORP	WELLS FARGO & COMPANY Wells Fargo & Company	1,000,000.00	Fixed	N	1.483	1.35	1.139	05/08/2017 05/08/2017	10,091.67	1,011,235.24 1,021,326.90	1,014,460.00 1,024,551.67

Issuer Concentration with Yield GASB 40 Trade Date

Tamarac, City of (43270)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Summary

Identifier	Security Type	Description, Issuer Concentration	Current Units	Coupon Type	Callab le	Duration	Book Yield	Yield	Effective Maturity, Final Maturity	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
---	---	---	22,294,653.76	Fixed	---	1.117	0.838	0.71	12/23/2016 12/27/2016	82,296.31	22,366,482.32 22,448,778.63	22,397,615.76 22,479,912.07

* Grouped By: Issuer Concentration. * Groups Sorted By: Issuer Concentration. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Security Type GASB 40 Trade Date

As of 10/31/2015

[Return to Table of Contents](#)

Tamarac, City of (43270)

Dated: 11/16/2015

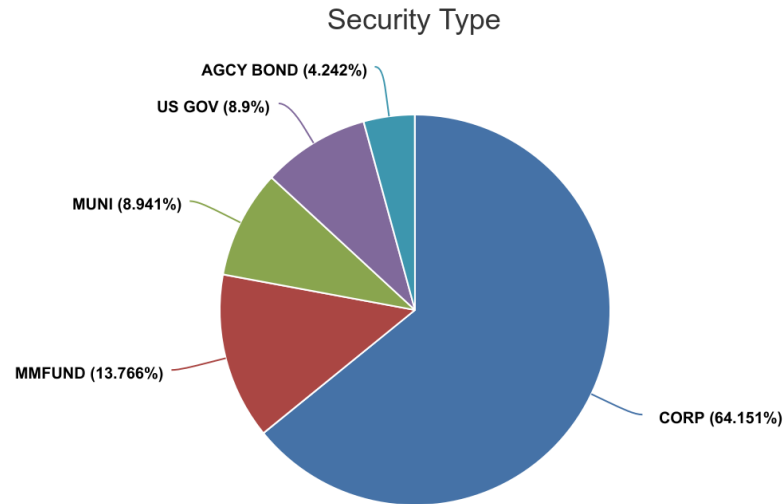


Chart calculated by: Market Value + Accrued

AGCY BOND

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
313379FW4 FEDERAL HOME LOAN BANK AGCY BOND	Fixed	N	1.588	AA+ Aaa	450,000.00	06/09/2017 06/09/2017	0.819 0.717	1,775.00	451,295.63 453,070.63	452,029.50 453,804.50
3137EADN6 FREDDIE MAC AGCY BOND	Fixed	N	2.169	AA+ Aaa	500,000.00	01/12/2018 01/12/2018	0.95 0.878	1,135.42	497,836.83 498,972.24	498,610.00 499,745.42
--- AGCY BOND	Fixed	N	1.892	AA+ Aaa	950,000.00	10/01/2017 10/01/2017	0.887 0.802	2,910.42	949,132.46 952,042.87	950,639.50 953,549.92

CORP

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
30231GAL6 EXXON MOBIL CORPORATION CORP	Fixed	N	2.303	AAA Aaa	1,000,000.00	03/06/2018 03/06/2018	1.275 1.074	1,993.75	1,000,693.11 1,002,686.86	1,005,330.00 1,007,323.75
89114QAE8 TORONTO-DOMINION BANK CORP	Fixed	N	0.96	AA- Aa1	1,000,000.00	10/19/2016 10/19/2016	0.771 0.768	791.67	1,015,380.16 1,016,171.83	1,015,490.00 1,016,281.67
166764AE0 CHEVRON CORP CORP	Fixed	Y	2.566	AA Aa1	1,000,000.00	05/24/2018 06/24/2018	1.362 1.306	6,060.72	1,008,931.66 1,014,992.38	1,010,350.00 1,016,410.72

Security Type GASB 40 Trade Date

Tamarac, City of (43270)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
037833AJ9 APPLE INC CORP	Fixed	N	2.455	AA+ Aa1	750,000.00	05/03/2018 05/03/2018	1.395 1.116	3,708.33	742,723.98 746,432.31	747,862.50 751,570.83
38259PAC6 GOOGLE INC CORP	Fixed	N	0.547	AA Aa2	1,000,000.00	05/19/2016 05/19/2016	0.709 0.361	9,562.50	1,007,741.10 1,017,303.60	1,009,730.00 1,019,292.50
88579YAD3 3M COMPANY CORP	Fixed	N	0.908	AA- Aa3	1,000,000.00	09/29/2016 09/29/2016	0.686 0.568	1,222.22	1,006,234.90 1,007,457.12	1,007,340.00 1,008,562.22
19416QEB2 COLGATE-PALMOLIVE CO CORP	Fixed	N	2.464	AA- Aa3	1,000,000.00	05/01/2018 05/01/2018	1.187 1.119	4,500.00	992,954.78 997,454.78	994,610.00 999,110.00
89233P5E2 TOYOTA MOTOR CREDIT CORP CORP	Fixed	N	0.867	AA- Aa3	1,000,000.00	09/15/2016 09/15/2016	0.763 0.618	2,555.56	1,010,717.31 1,013,272.87	1,012,040.00 1,014,595.56
91159HHD5 US BANCORP CORP	Fixed	Y	1.283	A+ A1	1,000,000.00	04/15/2017 05/15/2017	0.967 1.053	7,608.33	1,009,844.38 1,017,452.72	1,008,620.00 1,016,228.33
713448BT4 PEPSICO INC CORP	Fixed	N	0.52	A A1	1,000,000.00	05/10/2016 05/10/2016	0.841 0.543	11,875.00	1,008,662.57 1,020,537.57	1,010,300.00 1,022,175.00
0258M0DG1 AMERICAN EXPRESS CREDIT CORP	Fixed	N	0.741	A- A2	1,000,000.00	07/29/2016 07/29/2016	0.975 0.746	3,322.22	1,002,395.27 1,005,717.49	1,004,120.00 1,007,442.22
035242AC0 ANHEUSER-BUSCH INBEV FIN CORP	Fixed	N	2.164	A A2	500,000.00	01/17/2018 01/17/2018	1.31 1.744	1,805.56	499,347.71 501,153.27	494,660.00 496,465.56
94974BFD7 WELLS FARGO & COMPANY CORP	Fixed	N	1.483	A+ A2	1,000,000.00	05/08/2017 05/08/2017	1.35 1.139	10,091.67	1,011,235.24 1,021,326.90	1,014,460.00 1,024,551.67
14912L5H0 CATERPILLAR FINANCIAL SE CORP	Fixed	N	0.017	A A2	1,000,000.00	11/06/2015 11/06/2015	0.573 0.638	3,402.78	1,000,017.19 1,003,419.96	1,000,010.00 1,003,412.78
693476BM4 PNC FUNDING CORP CORP	Fixed	Y	0.587	A- A3	1,000,000.00	08/19/2016 09/19/2016	1.239 0.867	3,150.00	1,011,571.68 1,014,721.68	1,014,580.00 1,017,730.00
--- --- CORP	Fixed	---	1.273	A+ A1	14,250,000.00	02/22/2017 03/01/2017	1.01 0.877	71,650.31	14,328,451.05 14,400,101.35	14,349,502.50 14,421,152.81

MMFUND

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
825252406 STIT-TREASURY PTF-INS 7D MMFUND	Fixed	N	0.00	AAAm Aaa	3,094,653.76	10/31/2015 10/31/2015	0.02 0.02	0.00	3,094,653.76 3,094,653.76	3,094,653.76 3,094,653.76
825252406 STIT-TREASURY PTF-INS 7D MMFUND	Fixed	N	0.00	AAAm Aaa	3,094,653.76	10/31/2015 10/31/2015	0.02 0.02	0.00	3,094,653.76 3,094,653.76	3,094,653.76 3,094,653.76

MUNI

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
574193HL5 MARYLAND ST-B-TXBL MUNI	Fixed	N	0.748	AAA Aaa	1,000,000.00	08/01/2016 08/01/2016	0.79 0.541	2,375.00	1,001,190.44 1,003,565.44	1,003,070.00 1,005,445.00

Security Type GASB 40 Trade Date

Tamarac, City of (43270)

As of 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
93974DAL2 WASHINGTON ST-T-TXBL MUNI	Fixed	N	0.749	AA+ Aa1	1,000,000.00	08/01/2016 08/01/2016	0.833 0.541	2,125.00	1,000,128.25 1,002,253.25	1,002,320.00 1,004,445.00
--- MUNI	Fixed	N	0.748	AAA Aaa	2,000,000.00	08/01/2016 08/01/2016	0.812 0.541	4,500.00	2,001,318.70 2,005,818.70	2,005,390.00 2,009,890.00

US GOV

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
912828WF3 US TREASURY N/B US GOV	Fixed	N	1.036	AA+ Aaa	1,000,000.00	11/15/2016 11/15/2016	0.718 0.473	2,887.23	999,041.91 1,001,929.14	1,001,580.00 1,004,467.23
912828K25 US TREASURY N/B US GOV	Fixed	N	2.426	AA+ Aaa	1,000,000.00	04/15/2018 04/15/2018	1.003 0.921	348.36	993,884.45 994,232.81	995,850.00 996,198.36
--- US TREASURY N/B US GOV	Fixed	N	1.729	AA+ Aaa	2,000,000.00	07/30/2017 07/30/2017	0.86 0.696	3,235.59	1,992,926.35 1,996,161.94	1,997,430.00 2,000,665.58

Summary

Identifier, Description, Security Type	Coupon Type	Callable	Duration	S&P Rating, Moody's Rating	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
--- --- ---	Fixed	---	1.117	AA- Aa3	22,294,653.76	12/23/2016 12/27/2016	0.838 0.71	82,296.31	22,366,482.32 22,448,778.63	22,397,615.76 22,479,912.07

* Grouped By: Security Type. * Groups Sorted By: Security Type. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Portfolio Activity Summary

Tamarac, City of (43270)

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description, Security Type	Interest/Dividend Received	Transfers In/Out	Purchases	Purchased Accrued Income	Sales	Disposed Accrued	Maturities and Redemptions	Paydowns	Net Realized Gain/Loss	Beginning Original Cost, Ending Original Cost	Beginning Market Value, Ending Market Value
825252406 STIT-TREASURY PTF-INS 7D MMFUND	12.60	0.00	1,019,887.60	0.00	0.00	0.00	0.00	0.00	0.00	2,074,766.16 3,094,653.76	2,074,766.16 3,094,653.76
037833AJ9 APPLE INC CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	741,622.50 741,622.50	746,497.50 747,862.50
CCYUSD Receivable CASH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.60 47.32	12.60 47.32
313379FW4 FEDERAL HOME LOAN BANK AGCY BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	451,611.00 451,611.00	452,740.50 452,029.50
89233P5E2 TOYOTA MOTOR CREDIT CORP CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,014,340.00 1,014,340.00	1,011,710.00 1,012,040.00
035242AC0 ANHEUSER-BUSCH INBEV FIN CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499,230.00 499,230.00	495,685.00 494,660.00
94974BFD7 WELLS FARGO & COMPANY CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,017,460.00 1,017,460.00	1,013,970.00 1,014,460.00
3137EADN6 FREDDIE MAC AGCY BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	497,380.00 497,380.00	499,580.00 498,610.00
91159HHD5 US BANCORP CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,014,440.00 1,014,440.00	1,008,950.00 1,008,620.00
912828K25 US TREASURY N/B US GOV	3,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	992,695.31 992,695.31	998,360.00 995,850.00
30231GAL6 EXXON MOBIL CORPORATION CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000,880.00 1,000,880.00	1,002,360.00 1,005,330.00
89114QAE8 TORONTO-DOMINION BANK CORP	11,875.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,031,110.00 1,031,110.00	1,016,550.00 1,015,490.00
19416QEB2 COLGATE-PALMOLIVE CO CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	990,840.00 990,840.00	993,100.00 994,610.00
166764AE0 CHEVRON CORP CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,011,540.00 1,011,540.00	1,007,760.00 1,010,350.00
574193HL5 MARYLAND ST-B-TXBL MUNI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,004,700.00 1,004,700.00	1,004,330.00 1,003,070.00
0258M0DG1 AMERICAN EXPRESS CREDIT CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,008,146.00 1,008,146.00	1,003,860.00 1,004,120.00
713448BT4 PEPSICO INC CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,053,160.00 1,053,160.00	1,011,820.00 1,010,300.00
93974DAL2 WASHINGTON ST-T-TXBL MUNI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000,500.00 1,000,500.00	1,003,500.00 1,002,320.00
38259PAC6 GOOGLE INC CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,045,400.00 1,045,400.00	1,010,390.00 1,009,730.00
912828WF3 US TREASURY N/B US GOV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	997,421.88 997,421.88	1,002,250.00 1,001,580.00
693476BM4 PNC FUNDING CORP CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,041,210.00 1,041,210.00	1,014,250.00 1,014,580.00

Portfolio Activity Summary

Tamarac, City of (43270)

10/01/2015 - 10/31/2015

[Return to Table of Contents](#)

Dated: 11/16/2015

Identifier, Description, Security Type	Interest/ Dividend Received	Transfers In/Out	Purchases	Purchased Accrued Income	Sales	Disposed Accrued	Maturities and Redemptions	Paydowns	Net Realized Gain/Loss	Beginning Original Cost, Ending Original Cost	Beginning Market Value, Ending Market Value
88579YAD3 3M COMPANY CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,024,050.00 1,024,050.00	1,008,100.00 1,007,340.00
14912L5H0 CATERPILLAR FINANCIAL SE CORP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,003,480.00 1,003,480.00	1,000,360.00 1,000,010.00
369604BE2 GENERAL ELECTRIC CO CORP	4,250.00	0.00	0.00	0.00	0.00	0.00	-1,000,000.00	0.00	0.00	1,004,850.00 0.00	1,000,060.00 0.00
----	19,887.60	0.00	1,019,887.60	0.00	0.00	0.00	-1,000,000.00	0.00	0.00	22,520,845.45 22,535,917.77	22,380,961.76 22,397,663.08

* Weighted By: Ending Market Value + Accrued.



Title - Approval of the November 10, 2015 Regular Commission Meeting Minutes

Approval of the November 10, 2015 Regular Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
▢ November 10, 2015 Regular Commission Meeting Minutes	11/17/2015	Backup Material

CITY OF TAMARAC
CITY COMMISSION MEETING
TUESDAY, NOVEMBER 10, 2015

CALL TO ORDER: Mayor Harry Dressler called the Commission Meeting of the City of Tamarac to order at 7:06 p.m. on Tuesday, November 10, 2015, in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Harry Dressler, Vice Mayor Pamela Bushnell, Commissioner Michelle J. Gomez, Commissioner Diane Glasser and Commissioner Debra Placko were in attendance.

Also in attendance were: City Manager Michael C. Cernech, City Attorney Samuel S. Goren and City Clerk Patricia A. Teufel.

PLEDGE OF ALLEGIANCE: Mayor Dressler led the Pledge of Allegiance.

1. PROCLAMATIONS AND PRESENTATIONS:

a. Presentation to the Mayor and Commission of two Land and Recreation Grants for \$50,000 Each for Sunset Point Park Phase 1 & 2 From the Department of Environmental Protection by David Dearth, Park Manager and Jennifer Roberts, Assistant Park Manager, Hugh Taylor Birch State Park.

b. Presentation of a Check in the amount of \$526.00 to the Mayor and Commission from Mainlands 6 Social Director Ernie Tedrow and Civic Representative Kathleen Turner to Support the City's Holiday Adopt a Family Program.

c. Presentation of a proclamation by Mayor Harry Dressler proclaiming Tamarac's intention to submit our "Healthy Weight Community" practices to the Florida Department of Health for recognition. (Requested by Parks & Recreation Director Greg Warner).

2. CITY COMMISSION REPORTS:

Mayor Dressler wished the Marine Corp a Happy 240th Birthday.

a. Vice Mayor Bushnell: Vice Mayor Bushnell wished Mayor Dressler and his wife, Faith, a Happy Anniversary. Vice Mayor Bushnell commented that Tamarac is very veteran oriented and is pleased to participate in so many of the programs. Vice Mayor Bushnell reported that over the last two weeks she has been attending developer meetings regarding the new homes that are being built on the east side of Tamarac. Vice Mayor Bushnell noted that the developer, 13th Floor, is very active in the community talking about problems, traffic concerns and encouraging veterans to purchase homes.

Vice Mayor Bushnell said that today she attended the opening of Mission United which is a full service facility for veterans. The money to build the facility was donated by a 93 year old woman who has raised a lot of funds for veterans. The facility is located on Andrews Avenue & Davie Avenue right next to the United Way Building. At the Mayor's Gala there was a flag that was flown over the Pentagon which was passed around to the 31 veterans that were being honored and then to four families that lost loved ones in Afghanistan. That flag was

raised over the Mission United facility. Vice Mayor Bushnell invited people to attend the Veteran's Day Ceremony tomorrow morning at 10:30 a.m. at Veteran's Park.

b. Commissioner Gomez: Commissioner Gomez thanked all those who attended the Coffee With the Commissioner event at the Orange Tree a few weeks ago. Commissioner Gomez said she participated in the Strides Against Cancer Walk with the City Furniture Team. Commissioner Gomez said she attended the National League of Cities Conference last week and participated in various mini seminars and workshops. Commissioner Gomez reported that we all face many of the same issues and it is good to share information. Commissioner Gomez said she sits on the National Transportation and Infrastructure Steering Committee where they discussed such issues as the ability of roadways and streets to be drivable and walkable. Commissioner Gomez invited people to attend the ribbon cutting ceremony at Affordable Medical Supply on Thursday at 6:00 p.m. at 7138 North University. Lastly, Commissioner Gomez thanked all the veterans, their families and friends for supporting the veterans and making sure they know how much they are appreciated.

c. Commissioner Glasser: Commissioner Glasser said it has been a slow two weeks but did attend the Employee Health Fair at the Community Center. Commissioner Glasser said she will be attending more meetings over the next few weeks and will have more to report at the next meeting.

d. Commissioner Placko: Commissioner Placko noted that the House passed a 6 year Transportation Bill which will benefit our local MPO that will allow for new funding opportunities. Their priority list will be given at the MPO meeting on Thursday and she is anxious to see if any money will be coming to Tamarac. Commissioner Placko reported that the Urban League of Broward County will be holding a free Mortgage Help Day on Thursday, November 19th from 1:00 p.m. to 7:00 p.m. at 560 NW 27th Avenue, Fort Lauderdale, FL 33311. Lenders will be on site to help people. Commissioner Placko recommended that people attend and get information or they can go to www.hopenow.com for even more information. Commissioner Placko commented that the City of Tamarac has several great programs that residents should avail themselves of such as the toilet rebate. Commissioner Placko encouraged people to attend the Veteran's Day Ceremony tomorrow morning and wished everyone a Happy Thanksgiving.

e. Mayor Dressler: Mayor Dressler said he attended the National League of Cities Conference along with Commissioner Gomez and was asked to accept an award on behalf of the City of Tamarac regarding technology. The NLC looked at cities across the US and how they use technology. Tamarac came in 4th for cities up to 75,000. Mayor Dressler said he would like to formally present the award at the Commission Meeting on December 9th.

Mayor Dressler said while at the NLC, and as a prelude to meeting with County and State Officials, he spent a day and a half with Judges in the Drug Court in Davidson County. One Judge had 9 magistrates hearing cases dealing with childhood truancy and social programs they have to keep kids in school. Mayor Dressler said he was impressed with the Davidson County Community Social Services Drug Court and the Drug Court Residential facility. Since 1996 they have had nearly 2,000 people go through the facility. These are repeat offenders with substance abuse issues and a great majority of them are completely unemployed. The average length of stay in the program is 478 days. The Judges said you cannot go to a detox center for 30 days and come out and think your substance abuse issue is solved. They

approach it from a psychological point of view with counseling, job preparation and training. Mayor Dressler said this topic have him a baseline of how substance abuse counseling should be done. Thus when he talks to people here in Tamarac about substance abuse counseling, he can advise them how to handle the same type of issues. Running people through this program has saved them \$70 million, compared to going to jail, and is a real cost benefit to community based health care. Mayor Dressler said Davidson County has a Veteran's Court system which deals with criminal activity and mental illness. The Veteran's Court team considers co-occurring problems such as brain damage, transmittable diseases, PTSD, unemployment, homelessness, poor job preparation and basic educational deficits. A team of Veteran Peer Mentors address the whole picture of related issues. Mayor Dressler said he is appreciative that the NLC has these conferences and that the City of Tamarac sends Commission members to them so that we can bring back ideas to make things better in Tamarac and Broward County.

Mayor Dressler invited people to the first Mayor's Chess Challenge on Saturday at the Community Center from 10:00 to noon.

3. CITY ATTORNEY REPORT: City Attorney Goren introduced Farah Nerette a new associate with his law firm, went over her credentials and added that she will be handling a number of issues for Tamarac.

City Attorney Goren said his office sent the Commission a memo earlier today regarding restarting the red light camera hearings at City Hall, a copy of which is on file in the City Clerk's Office. City Attorney Goren said that yesterday, the City had its first red light camera hearings at City Hall since the City's program has been modified. The City presented testimony, evidence and documentation to explain the program changes to the Tamarac Red Light Magistrate. The evidence presented to the Magistrate was sufficient to overcome the Magistrate's previous concerns related to the Arem case. As a result, none of the City's cases were dismissed. The Magistrate found all violators guilty as charged. There will be other hearings in a courtroom setting which could be viewed differently by those trial judges, but we are on good footing since getting our system retooled in a proper and legal fashion.

City Attorney Goren said he had a conversation late today with Deputy County Attorney Drew Myers and there will be a public hearing on December 8th at the County Commission level to look at the newest and proposed final draft of the County Ethics Code. This will include comments, notes and other changes that were requested by Inspector General John Scott. City Attorney Goren said he just received the document today and they did a good job in working toward protecting the County Commissioners as well as municipal officials. This is an enhancement and clarification of issues that have been raised for the past four years. City Attorney Goren said he will forward a copy of the document to Commission by tomorrow and he expects that Mr. Myers will be making the rounds and talking with the County Commissioners with regard to their review of the document. At least one member on the County Commission would like to have this aired in December prior to the beginning of the New Year. City Attorney Goren said he is sure that all of the Commission will be asked to attend the public hearing for the purpose of addressing some of the concerns. Mayor Dressler was looking to schedule some kind of workshop to have some further conversation and City Attorney Goren said he will coordinate with Administration to make that happen sometime in January.

City Attorney Goren said there is no litigation to report and he has no need to request a Shade Meeting. City Attorney Goren wished everyone a happy and healthy Thanksgiving and wished the Mayor and Mrs. Dressler a Happy Anniversary.

4. CITY MANAGER REPORT: Upcoming Events: The Veterans Day Ceremony will take place on Wednesday, November 11th at Veteran's Park at 10:30 a.m. and the Mayor's Chess Challenge will take place at the Community Center on Saturday, November 14th from 10:00 a.m. to noon. The Turkey Trot will take place on Thursday, November 26th with the race starting at 7:30 a.m. at City Hall. Early registration ends November 15th and is \$25. Late registration starts November 16th through November 25th and is \$30 with the cost on race day being \$50. Veterans may take \$10 off the registration fee but must show proof. Registration can be done on line at www.active.com or www.tamarac.org to print out the form. The Holiday Lighting Ceremony will take place at the Community Center on Wednesday, December 2nd at 6:00 p.m.; the Paws with Claus Holiday Pawty will take place on Saturday, December 5th at the Gary B Jones Park for People and Pups on Southgate Blvd. from 9:00 a.m. to 11:00 a.m.

City Manager Cernech said Public Services is pleased to announce that Fire Station 78 has relocated to the Temporary site effective November 9th. Temporary Fire Station 36 at the Piccadilly Restaurant site is an ongoing project with a tentative move-in date scheduled for November 23, 2015.

5. PUBLIC PARTICIPATION: Mayor Dressler opened Public Participation and with no one wishing to speak, closed Public Participation.

6. CONSENT AGENDA: Mayor Dressler asked if there were any changes/additions to the Consent Agenda and City Manager Cernech said Item No. 6 (b) on the Consent Agenda TR12711 - Selection of a Vice Mayor has been amended to reflect the selection of Commissioner Diane Glasser to serve as Vice Mayor beginning November 17, 2015 and ending in November 2016. City Attorney Goren asked if Mayor Dressler wished to pull Item 6 (i) TR12670 – Purchase & Sale Agreement – AD1 Group from the Consent Agenda for discussion and/or disclosure. Mayor Dressler asked that Item 6 (i) be pulled from the Consent Agenda for discussion and/or disclosure.

Vice Mayor Bushnell seconded by Commissioner Gomez moved approval of the Consent Agenda with Item 6 (b) TR12711 as amended and excluding Item 6 (i) TR.12670 – Purchase & Sale Agreement – AD1 Group. Motion passed unanimously (5-0).

a. Approval of the October 28, 2015 Regular Commission Meeting Minutes - **APPROVED**

b. TR12711 - Selection of a Vice Mayor: A Resolution of the City Commission of the City of Tamarac, Florida, electing a Vice Mayor to serve a term of one year beginning November 17, 2015 and ending November 2016, with no succession; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-110

c. TR12719 Wastewater Main Rehabilitation Inflow & Infiltration Project FY16: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute an Agreement between the City of Tamarac and SAK Construction,

LLC., utilizing Choice Facility Partners (CFP) Contract #15/049JN-02 for an amount not to exceed \$3,000,000.00 for the FY 16 Wastewater Main Rehabilitation Inflow and Infiltration Project; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-111

d. TR12662 - Execution of RCMP FY 15/16 Grant Agreement: A Resolution of the City Commission of the city of Tamarac, Florida accepting and executing the grant agreement in the amount of \$194,000 from the Florida Division of Emergency Management Residential Construction Mitigation program for fiscal year 2015-2016; authorizing the appropriate city officials to execute a grant agreement between the Florida Division of Emergency Management and the City of Tamarac in the amount of \$194,000 to improve storm resistance of residences in the City of Tamarac; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-112

e. TR12726 - CIGNA Renewal – Administration: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City officials to renew an executed agreement with CIGNA, providing for administrative services for claims and flexible spending plans and the employee assistance program, and to make certain modifications to the health insurance program for employees and retirees; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-113

f. TR12727 - AFLAC Renewal: A Resolution of the City Commission of the City of Tamarac, Florida, approving the extension of the current agreement to provide voluntary employee paid benefits with American Family Life Assurance Company of Columbus (AFLAC); authorizing the appropriate City officials to execute Agreement Amendment #3 to the agreement between the City of Tamarac and AFLAC; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-114

g. TR12724 - 2016 Legislative Agenda: A Resolution of the City Commission of the City of Tamarac, Florida, approving the City of Tamarac Legislative Agenda for the 2016 State of Florida Legislative Session; directing the City Clerk to transmit a copy of the City of Tamarac Legislative Agenda for the 2016 State Legislative Session of the Florida League of Cities, the Broward League of Cities, the Broward County Legislative Delegation and the Broward County Board of County Commissioners; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-115

h. TR12729 - CIGNA - Stop Loss: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City officials to execute an agreement with CIGNA, providing for Stop Loss insurance; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-116

j. TR12692 - Broker's Commission: A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to execute an agreement to pay a

real estate broker's commission to Hospitality Consultants Realty Services, Inc. (HCRSI) for the sale of the 2.686 acre parcel north of the Colony West Golf Club site for a fixed fee of \$100,000; providing for conflicts; providing for severability; and providing for an effective date.
RESOLUTION R-2015-117

i. TR12670 - Purchase & Sale Agreement - AD1 Group: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate city officials to execute that certain purchase and sale agreement between AD1 Group LLC and the City of Tamarac, attached hereto as Exhibit "1", for the sale of a 2.69 (+/-) acre parcel of real property located on the east side of Pine Island Road, approximately 350 feet south of West McNab Road, known as a portion of Parcel R, Woodland Lakes, according to the Plat thereof, as recorded in Plat Book 71, Page 18 of the Public Records of Broward County, Florida, being more particularly described in Exhibit "A", attached hereto and incorporated herein; providing for conflicts; providing for severability; and providing an effective date. Mayor Dressler said he requested that this item be pulled from the Consent Agenda in order to poll the Commission for any disclosures. Commissioner Placko seconded by Commissioner Gomez moved approval of TR12670. City Attorney Goren read TR12670 by title into the record. Mayor Dressler asked if there was anyone on the Commission who had something to disclose regarding this item and no one had any disclosures. Motion passed unanimously (5-0).

RESOLUTION R-2015-118

7. REGULAR AGENDA: There were no Regular Agenda items scheduled for this meeting.

8. ORDINANCE(S) - FIRST READING: There were no Ordinance(s) – First Reading items scheduled for this meeting.

9. PUBLIC HEARING(S): There were no Public Hearing(s) items scheduled for this meeting.

10. ORDINANCE(S) - SECOND READING:

a. TO2331 - FY2015 - 2nd Budget Amendment: An Ordinance of the City Commission of the City of Tamarac, Florida, amending Ordinance 2015-05, which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the financial policies for the Fiscal Year 2015, by increasing the total revenues and expenditures by a total of \$6,200,579 as detailed in Exhibit A attached hereto; providing for conflicts; providing for severability; providing for an effective date. City Attorney Goren read TO2331 by title into the record. Vice Mayor Bushnell seconded by Commissioner Glasser moved approval of TO2331 on second reading. Mayor Dressler opened the Public Hearing and with no one wishing to speak, closed the Public Hearing. Motion passed unanimously (5-0).

PASSED ON FIRST READING OCTOBER 28, 2015

PASSED ON SECOND READING NOVEMBER 10, 2015

ORDINANCE NO. O-2015-18

11. QUASI-JUDICIAL HEARING(S): There were no Quasi-Judicial items scheduled for this meeting.

12. OTHER

There being no further business to come before the City Commission, Mayor Dressler adjourned the meeting at 8:01 p.m.

Harry Dressler, Mayor

Patricia Teufel, CMC
City Clerk



Title - TR12641 - Termination and Reassignment of MARC Unit Program

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to execute and approve the termination, reassignment and transfer of the Mutual Aid Radio Cache (MARC) Unit Program Sub-Grant Agreement with the State of Florida, Department of Financial Services, Division of Emergency Management; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR#12641 Memo	11/23/2015	Cover Memo
▣ TR#12641 Resolution	11/23/2015	Resolution
▣ TR#12641 Exhibit 1	11/23/2015	Exhibit
▣ TR#12641 Exhibit 2	11/23/2015	Exhibit
▣ TR#12641 Exhibit 3	11/23/2015	Exhibit
▣ TR#12641 Exhibit 4	11/23/2015	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FIRE RESCUE DEPARTMENT**

TO: Michael Cernech , City Manager

DATE: November 23, 2015

FROM: Mike Burton, Fire Chief

**RE: TR#12641 Termination and
Reassignment of MARC Unit
Program**

Recommendation:

Place TR#12641 on the December 9, 2015 Agenda for authorization to terminate the Agreement and reassignment of the Mutual Aid Radio Cache (MARC) Unit Program.

Issue:

The State of Florida Division of State Fire Marshal has approved the termination of the Agreement and reassignment of the MARC Unit.

Background:

In 2005, the Federal government provided money to the State of Florida for the enhancement of disaster communications in all seven regions of the State. The State of Florida obtained and located communications trailers and equipment in each of the State's seven emergency response regions.

The City of Tamarac lies in Region 7 and agreed by Resolution No. R-2005-101 to participate in the Statewide Disaster Communication Program. Tamarac Fire Rescue has fully executed all requirements of the agreement including continuous training of a department staff member, annual training deployments of the unit, maintenance and upkeep and being available to respond to calls for service.

The federally funded sub-grant No. 09-DS-51-13-00-16-409 agreement for maintenance and sustainment of the MARC Unit expired on May 31, 2015. The City would like to transition the equipment and responsibilities of the MARC Unit to another regional partner and terminate the Agreement with the State Department of Financial Services for the Region 7 Mutual Aid Radio Cache Unit Program. Additionally, the Tamarac Fire Rescue Department member who has been the primary responsible party for the MARC Unit has recently retired.

The City Attorney has reviewed and approved the Agreement termination and reassignment of the MARC Unit, including the proper documentation and title transfers for the MARC Unit and F350 MARC Unit Trailer. The executed letter by the State of Florida Division of State Fire Marshal Director, Julius E. Halas is attached hereto as Exhibit 1, the MARC Unit Asset List Net Book Value (NBV), the Division of State Fire Marshal Property Transfer Form (DFS-C3-697) and Division of Emergency Management Property Transfer Form (PAM-A2) are attached hereto as Exhibit 2, 3 and 4 respectively.

The Tamarac Procurement Code Section 6-156.1 provides that the City Commission shall approve the disposal or transfer of any asset with a book value of greater than \$5,000.00.

Fiscal Impact:

There is no Fiscal Impact to the City.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2015-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AND APPROVE THE TERMINATION AND TRANSFER OF THE MUTUAL AID RADIO CACHE (MARC) UNIT PROGRAM SUB-GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tamarac Fire Rescue has participated and entered into an Agreement with the State of Florida Department of Financial Services, Division of Emergency Management for the Statewide Disaster Communication Program since 2005 via Resolution No. R-2005-101; and

WHEREAS, the Sub-Grant for maintenance and sustainment of the MARC Unit Agreement with State of Florida, Department of Financial Services, Division of Emergency Management expired on May 31, 2015; and

WHEREAS, the City of Tamarac Fire Rescue would like to transition the equipment and responsibilities of the MARC Unit to another regional partner and terminate the Agreement for the MARC Unit Program; and

WHEREAS, the MARC Unit will remain available to the City of Tamarac as a regional resource; and

WHEREAS, the City Attorney and the State of Florida Division of State Fire Marshal Director have approved the Agreement termination and reassignment of the MARC Unit; and

WHEREAS, the Agreement termination and reassignment of the MARC Unit and all requirements have been met; and

WHEREAS, an executed letter by the State of Florida Division of State Fire Marshal Director Julius E. Halas is attached hereto as Exhibit 1; and

WHEREAS, the MARC Unit Asset List Net Book Value (NBV), the Division of State Fire Marshal Property Transfer Form (DFS-C3-697) and Division of Emergency Management Property Transfer Form (PAM-A2) are attached hereto as Exhibit 2, Exhibit 3; and Exhibit 4; and

WHEREAS, the Fire Chief finds it to be in the best interest of the City to terminate and reassign the MARC Unit Program and Sub-Grant Agreement with State of Florida, Department of Financial Services, Division of Emergency Management to another regional partner; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to terminate and reassign the MARC Unit Program and Sub-Grant Agreement with the State of Florida, Department of Financial Services, Division of Emergency Management.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All Attachments hereto are expressly incorporated herein and made a part hereof.

SECTION 2: The appropriate City Officials are hereby authorized to terminate and reassign the MARC Unit Program and Sub-Grant Agreement with the State of Florida, Department of Financial Services, Division of State Fire Marshal (attached hereto as Exhibit 1).

SECTION 3: All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in

application, it shall not affect the validity of the remaining portion or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2015.

HARRY DRESSLER, MAYOR

ATTEST:

PAT TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I
have approved this
RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY



STATE FIRE MARSHAL
STATE OF FLORIDA

July 9, 2015

Mr. Michael Cernech
City Manager
City of Tamarac
7525 NW 88th Ave 75 Ave
Tamarac, FL 33321

Dear Mr. Cernech:

This letter identifies the process that the Department of Financial Services (Department) will utilize to enable it to release the City of Tamarac (City) from all response and sustainment requirements as the Region 7 Mutual Aid Radio Cache (MARC 7) unit in accordance with the City's request to transfer the MARC 7 unit responsibility and associated cache of radios to the City of Plantation, Florida. The Department and the City entered multiple agreements from 2005 through 2012 funded by subgrants from the Division of Emergency Management's Homeland Security Grant of funds from the United States Department of Homeland Security Grants Program. All such agreements have expired.

The Division of State Fire Marshal has attached a seven page Property Transfer Form (DFS-C3-697) identifying the Department's MARC property that is being transferred from the City to the City of Plantation and a one page Division of Emergency Management Property Transfer/Move Form (PAM-A2) identifying MARC property owned by the City that is also being transferred to the City of Plantation. The property identified on these two forms is the property obtained by the City through the funding agreements referred to above that the Department currently tracks/monitors for its use for MARC 7 unit purposes.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Julius E. Halas • Director

Division of State Fire Marshal

200 E. Gaines St. • Tallahassee, FL 32399-0340 • Tel. 850-413-3651 • Fax 850-922-1235

Email • Julius.Halas@myfloridacfo.com

Affirmative Action • Equal Opportunity Employer

Mr. Michael Cemech

July 9, 2015

Page Two

Also attached is the City's spreadsheet listing the asset inventory for all MARC 7 property items that are being transferred to the City of Plantation. This spreadsheet contains all items that are identified on the two state forms, plus additional items that are under the federal and state expenditure thresholds for tracking/monitoring requirements applicable beyond the ending date of the associated agreements under which those items were purchased.

Upon the City's completion of its transfer of title obligations for the 2006 Ford F250 and the trailer, as identified on Form PAM-A2, and the completion of the state's inventory verification process, the two state forms can be completed and executed by the necessary parties to document the transfer of all MARC 7 property which the City is obligated to use to respond to incidents requiring such capability. Once the forms have been fully executed the City will have no further obligation under any agreement with the Department to respond to activation orders for deployment by the State Emergency Operations Center, State Fire Marshal or Regional Domestic Security Task Force as the MARC 7 unit.

If you have any questions or concerns please contact Mr. John P. Kohnke, Domestic Security Coordinator at 850-413-3611.

Respectfully,



Julius E. Halas

Director

Division of State Fire Marshal

Enclosures

cc: Mr. John P. Kohnke

TR#12641 - EXHIBIT 2

Agency	Team	Item	Manufacturer	Serial/Model Number	Property Number	Grant Source	Owner
Tamarac FR	MARC 7S	800Mhz - Duplexer	Telewave	3500	** Need Tag **	2013 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	ACU-M Bridge	Raytheon	000E1A00E87C	** Need Tag **	2009 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	GTR 8000 Repeater	Motorola	112CNR0970	** Need Tag **	2008 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	Halo Grounding System	Aluma Tower		Part of Shelter	2009 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	R8000B Svce Monitor / Sys Analyzer	General Dynamics	800LNN0009	** Need Tag **	2010 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	Tower Light	Unimar		** Need Tag **	2006 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	UHF - Duplexer	Telewave	9939	** Need Tag **	2013 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	VHF - Duplexer	Telewave	20742	** Need Tag **	2013 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	VSWR Antenna Bridge R8000	General Dynamics	140606	** Need Tag **	2012 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	XTL5000 Mobile Radio	Motorola	585CNR0303	** Need Tag **	2010 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	XTL5000 Mobile Radio	Motorola	585CNR0304	** Need Tag **	2010 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	2006 Ford F250		1FTSX21P47EB00580		2005 SHSGP	Tamarac Fire Rescue
Tamarac FR	MARC 7S	Trailer with 100' telescoping tower, radio shelter, and 10kW generator		1A9BB20286F729017		2005 SHSGP	Tamarac Fire Rescue

Acquisiti on Date	Cost	Net Book Value	Location	Condi on	AEL Number	Disposti on	Date	Sales Price
4/21/2015	\$1,371.82	\$1,371.82	Tamarac Fire Rescue Station 15	New	06CP-01-REPT	In Service		
5/10/2012	\$5,972.00	\$2,536.26	Tamarac Fire Rescue Station 15	Like New	06CP-02-BRDG	In Service		
8/31/2012	\$15,786.77	\$9,209.02	Tamarac Fire Rescue Station 15	Like New	06CP-01-REPT	In Service		
	\$2,705.00	\$1,397.63	Tamarac Fire Rescue Station 15	Like New	06CP-03-TOWR	In Service		
9/5/2012	\$21,002.10	\$12,090.85	Tamarac Fire Rescue Station 15	Like New	06CP-01-MOBL	In Service		
7/31/2008	\$1,720.00	\$0.00	Tamarac Fire Rescue Station 15	Used	06CP-03-TOWR	In Service		
4/21/2015	\$1,263.47	\$1,263.47	Tamarac Fire Rescue Station 15	New	06CP-01-REPT	In Service		
4/21/2015	\$1,303.96	\$1,303.96	Tamarac Fire Rescue Station 15	New	06CP-01-REPT	In Service		
1/30/2014	\$1,746.50	\$1,746.50	Tamarac Fire Rescue Station 15	New	06CP-01-MOBL	In Service		
9/14/2012	\$3,744.00	\$2,184.00	Tamarac Fire Rescue Station 15	Like New	06CP-01-MOBL	In Service		
9/14/2012	\$3,744.00	\$2,184.00	Tamarac Fire Rescue Station 15	Like New	06CP-01-MOBL	In Service		
2005	\$29,952.00	\$0.00	Tamarac Fire Rescue Station 15	Used		In Service		
2005	Unknown	\$0.00	Tamarac Fire Rescue Station 15	Used	06CP-03-TOWR	In Service		
		\$35,287.51						

**Department of Financial Services****Division of Administration-Bureau of General Services****Property/Fleet Management****PROPERTY TRANSFER FORM**

TO: PROPERTY ADMINISTRATOR 200 EAST GAINES STREET, TALLAHASSEE, FL 32399-0317	FROM PHONE #: 850-413-3611	DATE:
ADDRESS, CITY AND ROOM NUMBER: Tallahassee	ORGANIZATION NUMBER: 43	
	DELIVERED BY (PRINT NAME):	John P. Kohnke

THE BELOW MUST BE FILLED OUT

PROPERTY RECEIVED BY: SIGN NAME:			DATE RECEIVED:	
PRINT NAME:			If same as Received, Check Box <input type="checkbox"/> ACTUAL USER:	
INVENTORY NO. RPO - 000	DESCRIPTION	SERIAL #	NEW LOCATION (City, Bldg., & Room)	NEW DIVISION / BUREAU NAME
RP051576	XTL5000 Mobile Radio	500CFT3299	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP051577	XTL5000 Mobile Radio	500CFT3302	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050168	XTL5000 Mobile Radio	585CFM0354	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050173	XTL5000 Mobile Radio	585CFM0355	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050171	XTL5000 Mobile Radio	585CFM0356	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050172	XTL5000 Mobile Radio	585CFM0360	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050167	XTL5000 Mobile Radio	585CFM0362	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050176	XTL5000 Mobile Radio	585CFM0363	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050174	XTL5000 Mobile Radio	585CFM0364	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050169	XTL5000 Mobile Radio	585CFM0365	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department

**Department of Financial Services****Division of Administration-Bureau of General Services
Property/Fleet Management****PROPERTY TRANSFER FORM**

RP050170	XTL5000 Mobile Radio	585CFM0367	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050175	XTL5000 Mobile Radio	585CFM0369	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050386	XTS5000 Portable Radio	320CFM1518	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050383	XTS5000 Portable Radio	320CFM1519	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050377	XTS5000 Portable Radio	320CFM1520	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050382	XTS5000 Portable Radio	320CFM1521	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050384	XTS5000 Portable Radio	320CFM1522	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050378	XTS5000 Portable Radio	320CFM1523	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050381	XTS5000 Portable Radio	320CFM1527	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050380	XTS5000 Portable Radio	320CFM1530	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050379	XTS5000 Portable Radio	320CFM1532	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050385	XTS5000 Portable Radio	320CFM1535	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050390	XTS5000 Portable Radio	320CFM1563	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050388	XTS5000 Portable Radio	320CFM1566	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050389	XTS5000 Portable Radio	320CFM1569	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050387	XTS5000 Portable Radio	320CFM1572	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050391	XTS5000 Portable Radio	320CFM1573	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050621	XTS5000 Portable Radio	320CFM1794	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department

**Department of Financial Services****Division of Administration-Bureau of General Services****Property/Fleet Management****PROPERTY TRANSFER FORM**

RP050619	XTS5000 Portable Radio	320CFM1797	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050627	XTS5000 Portable Radio	320CFM1804	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050623	XTS5000 Portable Radio	320CFM1805	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050626	XTS5000 Portable Radio	320CFM1807	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050624	XTS5000 Portable Radio	320CFM1808	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050622	XTS5000 Portable Radio	320CFM1809	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050625	XTS5000 Portable Radio	320CFM1811	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050618	XTS5000 Portable Radio	320CFM1812	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050620	XTS5000 Portable Radio	320CFM1813	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050595	XTS5000 Portable Radio	320CFM1835	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050596	XTS5000 Portable Radio	320CFM1846	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050607	XTS5000 Portable Radio	320CFM2248	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050658	XTS5000 Portable Radio	320CFM2598	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050608	XTS5000 Portable Radio	320CFM2650	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050651	XTS5000 Portable Radio	320CFM2651	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050609	XTS5000 Portable Radio	320CFM2652	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050610	XTS5000 Portable Radio	320CFM2653	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050611	XTS5000 Portable Radio	320CFM2654	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department

**Department of Financial Services****Division of Administration-Bureau of General Services****Property/Fleet Management****PROPERTY TRANSFER FORM**

RP050612	XTS5000 Portable Radio	320CFM2655	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050613	XTS5000 Portable Radio	320CFM2656	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050614	XTS5000 Portable Radio	320CFM2657	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050648	XTS5000 Portable Radio	320CFM2658	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050656	XTS5000 Portable Radio	320CFM2659	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050654	XTS5000 Portable Radio	320CFM2660	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050615	XTS5000 Portable Radio	320CFM2661	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050653	XTS5000 Portable Radio	320CFM2662	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050657	XTS5000 Portable Radio	320CFM2663	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050616	XTS5000 Portable Radio	320CFM2664	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050617	XTS5000 Portable Radio	320CFM2665	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050650	XTS5000 Portable Radio	320CFM2666	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050652	XTS5000 Portable Radio	320CFM2667	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050649	XTS5000 Portable Radio	320CFM2668	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050655	XTS5000 Portable Radio	320CFM2669	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050597	XTS5000 Portable Radio	320CFM2672	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050599	XTS5000 Portable Radio	320CFM2673	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050604	XTS5000 Portable Radio	320CFM2674	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department

**Department of Financial Services****Division of Administration-Bureau of General Services****Property/Fleet Management****PROPERTY TRANSFER FORM**

RP050629	XTS5000 Portable Radio	320CFM2675	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050603	XTS5000 Portable Radio	320CFM2676	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050602	XTS5000 Portable Radio	320CFM2677	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050628	XTS5000 Portable Radio	320CFM2678	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050631	XTS5000 Portable Radio	320CFM2679	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050601	XTS5000 Portable Radio	320CFM2680	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050637	XTS5000 Portable Radio	320CFM2681	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050633	XTS5000 Portable Radio	320CFM2682	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050598	XTS5000 Portable Radio	320CFM2683	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050636	XTS5000 Portable Radio	320CFM2684	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050630	XTS5000 Portable Radio	320CFM2685	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050600	XTS5000 Portable Radio	320CFM2686	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050634	XTS5000 Portable Radio	320CFM2687	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050635	XTS5000 Portable Radio	320CFM2688	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050605	XTS5000 Portable Radio	320CFM2689	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050632	XTS5000 Portable Radio	320CFM2690	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050606	XTS5000 Portable Radio	320CFM2691	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050638	XTS5000 Portable Radio	320CFM2692	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department

**Department of Financial Services****Division of Administration-Bureau of General Services
Property/Fleet Management****PROPERTY TRANSFER FORM**

RP050641	XTS5000 Portable Radio	320CFM2694	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050639	XTS5000 Portable Radio	320CFM2697	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050644	XTS5000 Portable Radio	320CFM2698	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050642	XTS5000 Portable Radio	320CFM2701	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050645	XTS5000 Portable Radio	320CFM2705	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050643	XTS5000 Portable Radio	320CFM2707	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050640	XTS5000 Portable Radio	320CFM2708	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050647	XTS5000 Portable Radio	320CFM2710	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050646	XTS5000 Portable Radio	320CFM2711	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050272	XTS5000 Portable Radio	721CFM0836	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050267	XTS5000 Portable Radio	721CFM0837	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050268	XTS5000 Portable Radio	721CFM0838	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050260	XTS5000 Portable Radio	721CFM0839	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050264	XTS5000 Portable Radio	721CFM0840	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050262	XTS5000 Portable Radio	721CFM0841	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050271	XTS5000 Portable Radio	721CFM0842	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050265	XTS5000 Portable Radio	721CFM0843	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050261	XTS5000 Portable Radio	721CFM0844	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department

Department of Financial Services

Division of Administration-Bureau of General Services Property/Fleet Management

PROPERTY TRANSFER FORM

RP050263	XTS5000 Portable Radio	721CFM0845	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050270	XTS5000 Portable Radio	721CFM0849	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050259	XTS5000 Portable Radio	721CFM0850	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050266	XTS5000 Portable Radio	721CFM0851	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050269	XTS5000 Portable Radio	721CFM0852	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050258	XTS5000 Portable Radio	721CFM0853	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050138	Quantar Repeater - UHF	509CFM1355	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
RP050142	Quantar Repeater - VHF	509CFM1363	550 NW 65th Avenue Plantation, FL 33317	City of Plantation Fire Department
VEHICLE TRANSFER MUST INCLUDE STATE TAG # (YELLOW) AND LAST SIX DIGITS OF VIN #				

VEHICLE TRANSFER MUST INCLUDE STATE TAG # (YELLOW) AND LAST SIX DIGITS OF VIN #

PLEASE CHANGE AS INDICATED	APPROVED:		
		DATE:	SAMAS/FLAIR <input type="checkbox"/>
ORIGINATING PROPERTY COORDINATOR	PROPERTY ADMINISTRATOR	DATE:	FLEET SYSTEM <input type="checkbox"/>
DATE:		DATE:	FLEET CARD <input type="checkbox"/>

ORIGINALS TO: PROPERTY SECTION (GENERAL SERVICES)

COPIES TO: INFORMATION SYSTEMS, DIVISION IRMAG, END USER

**** Desktop Support Technician Please Verify Below****

- ☐ This asset has been updated in Active Directory
- ☐ This asset has been updated in Remedy inventory

State of Florida Emergency Management LOGISTICS SECTION		Department of Homeland Security - Property Asset Management Property Transfer/Move Form <i>Do not use for surplusing property</i>				Property Accountant	
						Date FLAIR Updated	N/A
TRANSFER FROM:		City of Tamarac				Date	
TRANSFER TO:		City of Plantation Fire Dept				Phone	
Date of Move				Moved By			
Comments	Funded under DHS Grant Name: State Homeland Security under DFS Grant Award Year: 2006-2013						
Property Inv. Tag #	Current Org Code	Property Description	Serial Number	Asset Value	New Org. Code	New Location	
Tamarac		GTR 8000 Repeater	112CNR0970	\$15,786.77		Plantation Fire Dept	
Tamarac		ACU-M Bridge	000E1A00E87C	\$5,972.00		Plantation Fire Dept	
Tamarac		R8000B Svce Monitor / Sys Analyzer	800LNN0009	\$21,002.10		Plantation Fire Dept	
Tamarac		XTL5000 Mobile Radio	585CNR0303	\$3,744.00		Plantation Fire Dept	
Tamarac		XTL5000 Mobile Radio	585CNR0304	\$3,744.00		Plantation Fire Dept	
Tamarac		VSWR Antenna Bridge R8000	140606	\$1,746.50		Plantation Fire Dept	
Tamarac		800Mhz - Duplexer	3500	\$1,371.82		Plantation Fire Dept	
Tamarac		UHF - Duplexer	9939	\$1,263.47		Plantation Fire Dept	
Tamarac		VHF - Duplexer	20742	\$1,303.96		Plantation Fire Dept	
Tamarac		2006 Ford F250	1FTSX21P47EB0 0580	\$29,952.00		Plantation Fire Dept	
Tamarac		Trailer with 100' telescoping tower, radio shelter, and 10kW generator	1A9BB20286F729 017	\$62,005		Plantation Fire Dept	
Transferring Department: I hereby authorize the above transfer for the property listed on this form				Receiving Department: I hereby acknowledge and accept accountability for the property on this form.			
Signature, Accountable Property Officer			Date		Signature, Accountable Property Officer		
					Date		

TR#12641 -EXHIBIT 4

PLEASE SEND A COPY OF THIS TRANSFER FORM TO THE DIVISION OF EMERGENCY MANAGEMENT, DOMESTIC SECURITY PREPAREDNESS UNIT



Title - TR12666 - Renewal Agreement for Uniform Rental

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City officials to approve expenditures for Uniform Rental and Cleaning Services in an amount not to exceed \$65,000 annually from Cintas Corporation utilizing RFP #517-15 solicited and awarded by the City of Riviera Beach as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group; effective upon approval through August 4, 2020 or as extended by the City of Riviera Beach on behalf of the Southeast Florida Governmental Purchasing Cooperative; authorizing the proper City officials to execute Contract renewals providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12666 MEMO	11/23/2015	Cover Memo
▣ TR 12666 RESOLUTION	11/23/2015	Resolution
▣ TR 12666 EXHIBIT 1	11/23/2015	Exhibit
▣ TR 12666 BACKUP MATERIAL	11/23/2015	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Michael C. Cernech, City Manager DATE: November 18, 2015

**THRU: Jack Strain, Public Services
Director**



**FROM: Troy Gies, Budget and Contracts
Manager**

**RE: Temp. Reso. 12666 – Uniform
Rental and Cleaning Services
utilizing Southeast Florida
Governmental Purchasing
Cooperative RFP #517-15 –
December 9, 2015 Commission
Agenda**

Recommendation:

I recommend the City Commission authorize the appropriate City Officials to approve expenditures not to exceed \$65,000 with Cintas Corporation ("Cintas") for Uniform Rental and Cleaning Services utilizing RFP #517-15 awarded by the City of Riviera Beach as the Lead Agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-op); and that this item be placed on the December 9, 2015 Agenda.

Issue:

Authorizing the appropriate City Officials to approve expenditures not to exceed \$65,000 with Cintas for Uniform Rental and Cleaning Services utilizing Co-op RFP #517-15.

Background:

The City of Tamarac is responsible, per the Contract between the City of Tamarac and the Federation of Public Employees, to provide uniforms and uniform cleaning for Public Services field staff.

The City of Tamarac has been a participant in the Co-op for uniform rental services since 1985. The current Co-op contract was recently issued by the City of Riviera Beach and became available for use by the City of Tamarac.

City of Riviera Beach (Co-op) RFP #517-15 was competitively solicited and proposals were submitted by three (3) potential vendors. The City of Riviera Beach reviewed the submittals and awarded RFP #517-15 to Cintas Corporation based upon the vendor's ability to meet the qualifications and requirements established in the solicitation, including, but not limited to, price, level of service to be provided, and experience.

The Co-op contract was awarded for a period of five (5) years through August 4, 2020, with two (2) additional twenty-four (24) month renewal periods with a maximum escalation ceiling of 3% per twenty-four (24) month renewal term. The Agreement names the City of Tamarac as a

direct party to the Agreement, and therefore, it is necessary to take action to confirm our participation in the Agreement to the successful vendor, CINTAS.

Accordingly, the Financial Services Director, Public Services Director, and Purchasing and Contracts Manager recommend the City of Tamarac utilize the City of Riviera Beach (Co-op) RFP #517-15 for uniform rental and cleaning services; and that the proper City Officials be authorized to approve subsequent renewals of the Agreement assuming all terms and conditions remain unchanged.

Fiscal Impact:

Annual funding for uniform rental and cleaning services is included in the operating budgets of Public Services Divisions within Public Works and Utilities as shown below. Currently, uniforms are provided to approximately 123 employees on a weekly basis. The average weekly uniform cost per employee is \$6.06 based on a standard uniform configuration of eleven (11) shirts and eleven (11) pants or shorts for each employee. The contract also includes other items such as shop towels and prorated unscheduled uniform replacement due to rips, tears, stains, etc. Uniforms are replaced at no cost after two (2) years.

The budgeted amounts for uniform rental and cleaning services displayed in the table below incorporate normal uniform rental services, and anticipated use of shop towels and similar items. The actual expenditure may vary due to unscheduled uniform replacement, higher than anticipated use of shop towels, etc.; however, such additional costs shall be absorbed in the respective operating budget and shall not exceed \$65,000 in aggregate. The per employee cost for uniform cleaning and rental services has remained stable.

Account Number	Division	Budget
001-5002-539.52-25	ENGINEERING	\$ 500.00
001-5005-541.52-25	OPERATIONS	\$ 925.00
001-5020-541.52-25	STREETS & ROADS	\$ 2,500.00
001-5040-519.52-25	FACILITY MAINTENANCE	\$ 3,145.00
001-5080-519.52-25	FLEET MANAGEMENT	\$ 3,000.00
001-5090-541.52-25	GROUNDS MAINTENANCE	\$ 15,005.00
Total General Fund Uniform Budget		\$ 25,075.00
Account Number	Division	Budget
410-5050-538.52-25	STORMWATER	\$ 5,700.00
Total Stormwater Fund Uniform Budget		\$ 5,700.00
Account Number	Division	Budget
425-6002-536.52-25	ENGINEERING	\$ 1,700.00
425-6020-533.52-25	WATER TREATMENT	\$ 4,250.00
425-6030-533.52-25	WATER DISTRIBUTION	\$ 10,000.00
425-6040-535.52-25	WASTEWATER COLLECTION	\$ 6,000.00
Total Utilities Fund Uniform Budget		\$ 21,950.00
Total Public Services Fund Uniform Budget		\$ 52,725.00

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2015_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO APPROVE EXPENDITURES FOR UNIFORM RENTAL AND CLEANING SERVICES IN AN AMOUNT NOT TO EXCEED \$65,000 ANNUALLY FROM CINTAS CORPORATION UTILIZING RFP #517-15 SOLICITED AND AWARDED BY THE CITY OF RIVIERA BEACH AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; EFFECTIVE UPON APPROVAL THROUGH AUGUST 4, 2020 OR AS EXTENDED BY THE CITY OF RIVIERA BEACH ON BEHALF OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac must provide all designated employees with uniforms as stipulated in the Federation of Public Employees Contract Article 30.1a; and

WHEREAS, The City of Tamarac participates in cooperative purchasing efforts with other governmental entities within South Florida through its membership in the Southeast Florida Governmental Purchasing Cooperative Group ("Co-op") ; and

WHEREAS, the City of Tamarac is party to certain agreements awarded by the Co-op, including Uniform Rental and Cleaning Services; and

WHEREAS, the Co-op, through the City of Riviera Beach, awarded RFP #517-15, approved by City Commission as Resolution 104-15 on August 5, 2015 to Cintas Corporation ("Cintas") effective for five (5) years through August 4, 2020 and eligible for

two (2) twenty-four (24) month renewals; a copy of the said resolution and RFP is available on file in the Office of the City Clerk; and

WHEREAS, the Vendor has agreed to furnish Uniform Rental and Cleaning Services per RFP #517-15, a copy of the Fee Proposal is attached hereto at Exhibit "1"; and

WHEREAS, the Director of Public Services, Director of Financial Services, and Purchasing and Contracts Manager have determined that it is in the City's best interest to authorize the expenditures not to annually exceed \$65,000 to Cintas for Uniform Rental and Cleaning Services utilizing Co-op RFP #517-15; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the City's best interest to authorize the expenditures not to annually exceed \$65,000 to Cintas for Uniform Rental and Cleaning Services utilizing Co-op RFP #517-15; and

WHEREAS, the City Commission authorizes the proper City Officials to execute contract renewals assuming all terms and conditions remain unchanged.

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

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The appropriate City Officials are authorized to approve

expenditures not to exceed \$65,000 annually to Cintas for Uniform Rental and Cleaning Services utilizing Co-op RFP #517-15 immediately upon award through August 4, 2020 or as further extended by the City of Riviera Beach on behalf of the Southeast Florida Governmental Purchasing Cooperative

SECTION 3: The appropriate City Officials are authorized to execute any contract renewals assuming all terms and conditions remain unchanged.

SECTION 4: Funding is available for Uniform Rental and Cleaning Services from the appropriate accounts within the General Fund, Stormwater Fund, and Utilities Fund.

SECTION 5: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2015.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I
approved this
RESOLUTION as to form.

SAMUEL GOREN
CITY ATTORNEY

FEE PROPOSAL SHEET

The following items should be addressed at a minimum

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of uniforms called for. The undersigned proposes to deliver the uniforms in accordance with the specifications for the sum of:

DATE 4/24/15Levels of service Bi-WeeklyVENDOR NAME: CINTAS CORPORATION

<u>UNIFORM DESCRIPTION</u>	<u>QUANTITIES</u>	<u>ESTIMATED UNIT PRICE</u>
ITEM #1 Work Trousers, Men/Women	0	\$ <u>.157</u>
ITEM #2 Work Trousers (Shorts)	0	\$ <u>.157</u>
ITEM #3 Work Shirts (All Cotton)	0	\$ <u>.183</u>
ITEM #3A Work Shirts (65/35 Blend)	0	\$ <u>.183</u>
ITEM #4 Executive Men Work Pants/Shorts (All Cotton)	0	\$ <u>.245</u>
ITEM #5 Executive Work Shirts	0	\$ <u>.191</u>
ITEM #6 Towel Service	0	\$ <u>.128</u>
ITEM #7 Mat Service 3x5	35	\$ <u>3.057</u>
Mat Service 4x6	35	\$ <u>3.775</u>
Mat Service 3x10	35	\$ <u>4.494</u>
ITEM #7 Replacement Cost	0	\$ <u>30.00</u>
ITEM #9 Additional Uniforms	0	\$ _____
ITEM #10 LAB COATS	0	\$ <u>.183</u>
COVERALLS	0	\$ <u>.313</u>
SHOP WIPERS	0	\$ <u>.041</u>
FENDER COVERS	0	\$ <u>.53</u>

THIS PAGE TO BE SUBMITTED ALONGWITH PROPOSAL IN ORDER FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DEPRECIATION SCHEDULE FOR REPLACEMENT COST

In Service For:	0-6 Months	7-12 Months	13-18 Months	19-24 Months
Work Shirts	\$ 15.28	\$ 15.28	\$ 11.40	\$ 9.69
Work Trousers	\$ 18.08	\$ 18.08	\$ 13.50	\$ 11.45
Work Trousers (shorts)	\$ 18.08	\$ 18.08	\$ 13.50	\$ 11.45
Executive Men Work Pants/Shorts	\$ 27.00	\$ 27.00	\$ 20.25	\$ 17.10
Executive Work Shirt	\$ 21.39	\$ 21.39	\$ 16.05	\$ 13.55
Towel Service	\$	\$	\$	\$
Mat Service	\$ 50.95	\$ 50.95	\$ 38.21	\$ 32.27
Replacement Cost	\$	\$	\$	\$
Additional Uniforms	\$	\$	\$	\$
Coverall	\$ 41.27	\$ 41.27	\$ 30.95	\$ 26.15
Lab Coat	\$ 30.00	\$ 30.00	\$ 22.54	\$ 19.03
Shop Wiper	\$.459	\$.459	\$.349	\$.299
Fender Cover	\$ 1.50	\$ 1.50	\$ 1.125	\$.95
Bath Towel	\$ 1.325	\$ 1.325	\$.988	\$.839
Wash Cloth	\$ 1.325	\$ 1.325	\$.998	\$.839
Cost for lost Bath Towel	\$ 1.325	\$ 1.325	\$.998	\$.839
Cost of Lost Wash Cloth	\$ 1.325	\$ 1.325	\$.998	\$.839

CINTAS CORPORATION

Name of Your Company

PROPOSER'S CERTIFICATION

I have carefully examined the Invitation to Proposal, Instructions to Proposer, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in this Request for Proposal at the prices or rates quoted. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor / contractor as its agent and that the vendor / contractor is ready, willing and able to perform if awarded the proposal.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

CINTAS CORPORATION
NAME OF BUSINESS

GORDLEYL@CINTAS.COM
E-MAIL ADDRESS

BY:

[Signature]
SIGNATURE

LUKE GORDLEY - GENERAL
PRINTED NAME AND TITLE MANAGER

2401 VISTA PARKWAY
MAILING ADDRESS

WEST PALM BEACH FL 33411
CITY, STATE, ZIP CODE

561/686.1444
TELEPHONE NUMBER

561/686.5008
FAX NUMBER

Sworn to and subscribed before me this 24th day of April, 2015.

[Signature]
SIGNATURE OF NOTARY

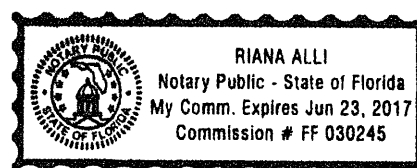
MY COMMISSION EXPIRES: 10/23/17

PERSONALLY KNOWN _____

OR PRODUCED _____

IDENTIFICATION FDL

TYPE: Driver's License





**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP 517-15

Description/Title: Uniform Rental & Cleaning Services

Initial Contract Term: Start Date: August 5, 2015 End Date: August 4, 2020

Renewal Terms of the Contract: 2 (No. of Renewals) Renewal Options for 24 Months (Period of Time)

Renewal No. 1 Start Date: August 5, 2020 End Date: August 4, 2022

Renewal No. 2 Start Date: August 5, 2022 End Date: August 4, 2024

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Cintas Corporation

Vendor Address: 2401 Vista Parkway, West Palm Beach, Florida 33411

Contact: Luke Gordley

Phone: 561-686-1444 ex. 61125 Fax: 561-686-5008

Cell/Pager: Email Address: gordleyl@cintas.com

Website: www.cintas.com FEIN: 31-1703809

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 8/5/2015 Resolution/Agenda Item No.: 104-15

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3 LEAD AGENCY

Agency Name: Riviera Beach Purchasing Department

Agency Address: 2391 Avenue L

Agency Contact: Pamela Daley Email pdaley@rivierabch.com

Telephone: 561-845-4180 Fax: 561-842-5105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT FOR RFP NO. 517-15 FOR A PERIOD OF FIVE (5) YEARS WITH TWO (2) ADDITIONAL 24 MONTH RENEWAL TERMS AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SERVICE CONTRACT WITH CINTAS CORPORATION OF WEST PALM BEACH, FLORIDA TO PROVIDE UNIFORM RENTAL AND CLEANING SERVICES FOR VARIOUS CITY OF RIVIERA BEACH DEPARTMENTS AT AN ANNUAL ESTIMATED COST OF \$100,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID CONTRACT; AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City of Riviera Beach Procurement Code Chapter 16.5 (Municode), request for proposals were publicly solicited through RFP 517-15 Uniform Rental and Cleaning Services to provide uniform rental and cleaning services for City personnel in various departments; and

WHEREAS, the City serves as the lead agency on behalf of fourteen government entities that represent the Southeast Florida Government Purchasing Cooperative; and

WHEREAS, City departments have budgeted funds for uniform rental and cleaning services; and

WHEREAS, three proposals were submitted and the evaluation process has validated that the proposal submitted by Cintas satisfies the requirements established in the solicitation; and

WHEREAS, it was determined that Cintas submitted the number one proposal and desires to enter into a five (5) year services contract with two (2) additional twenty four month renewal periods with a maximum increase of 3% per twenty four month renewal term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council hereby accepts staff's recommendation and the negotiated terms for uniform rental and cleaning services and awards a five (5) year service contract to Cintas Corporation, of West Palm Beach, Florida, and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The City Council authorizes the use of budgeted operational funds for uniform rental and cleaning services not to exceed \$100,000 annually.

SECTION 3. That the Mayor and City Clerk are hereby authorized to execute the contract.

SECTION 4. That the City Manager is hereby authorized to execute renewals as detailed in the contract.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval by the City Council.

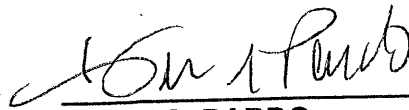
PASSED AND ADOPTED this 5TH day of AUGUST, 2015.

REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK

APPROVED:



THOMAS A. MASTERS
MAYOR

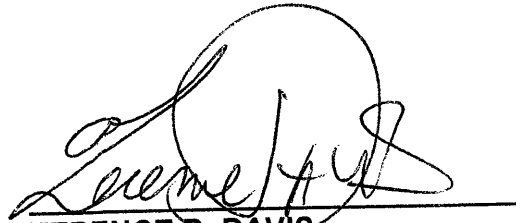


DAWN S. PARDO
CHAIRPERSON

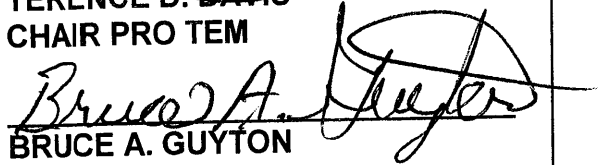
ATTEST:



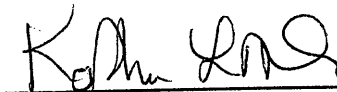
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER
COUNCILPERSON

ABSENT

CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

D. PARDO AYE

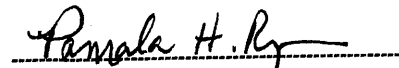
T. DAVIS AYE

B. GUYTON AYE

K. MILLER AYE

C. THOMAS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 8/3/15

CONTRACT FOR UNIFORM RENTAL AND CLEANING SERVICE

This Contract is made as of the 5th day of August, 2015, by and between the City of Riviera Beach, Florida a Municipal Corporation existing under the laws of the state of Florida, by and through its City Council, hereinafter referred to as the CITY, and **Cintas Corporation, 2401 Vista Parkway, West Palm Beach, Florida 33411**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **31-1703809**.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

- A. The CONTRACTOR's responsibility under this Contract is to provide uniform rental and cleaning services as more specifically set forth in the Request for Proposals to wit, RFP No. 517-15, detailed in Exhibit "A", attached hereto and made part hereof and CONTRACTOR's response to the RFP, attached as Exhibit "C."
- B. The CITY's representative/liaison during the performance of this Contract shall be Rebecca Reed, Buyer, telephone number (561) 845-4180, email rreed@rivierabch.com.

ARTICLE 2 – TERM OF CONTRACT

The term of this Contract shall be for five (5) years with an additional renewal option for two (2) twenty four month renewal periods only upon consent of the City and CONTRACTOR. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no deviation. Any renewal will be subject to appropriation of funds by the CITY OF RIVIERA BEACH CITY COUNCIL. The City Manager is authorized to enter into renewal contracts on behalf of the CITY.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally – In consideration of the performance of the Services by CONTRACTOR, the covenants, representations and warranties of CONTRACTOR contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the CITY agrees to compensate the CONTRACTOR the fees per uniform item, as set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed \$95,000 or the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any costs incurred as a direct result of the CONTRACTOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the CITY.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for

payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

- C. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon one hundred twenty (120) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided that the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, upon one hundred eighty (180) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY. The CONTRACTOR shall

comply with all necessary Federal, State and local laws, ordinances and regulations pertaining to the employment of its personnel.

CONTRACTOR shall perform background checks and pre-employment screenings, as well as random drug testing of guards at its sole expense. CONTRACTOR shall be responsible for any and all taxes and other charges against any of the services provided under this Contract. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "A", must be made known to the CITY's representative and written approval must be granted by the CITY's representative before said changes or substitution can become effective; such approval shall not unreasonably withheld.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standard of care in the field for which CONTRACTOR is providing services to the CITY.

The CONTRACTOR agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR's personnel (and all Subcontractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor, to inspect all facilities after providing written notice to the CONTRACTOR, and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed subcontractor may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate CITY to accept such change in pricing but CITY may, in its sole discretion, agree to same.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 10 - INSURANCE

- A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence.
- C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damage, which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to,

leased and rented automobiles whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Worker's Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

To the extent allowed by Florida law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 13 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

ARTICLE 14 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in 112.311, Florida Statutes. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR.

The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 16 - DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited

to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 17 - INDEBTEDNESS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

ARTICLE 19 - PUBLIC RECORDS

The CONTRACTOR shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees, agents, or servants to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22-ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorney's fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

**CITY OF RIVIERA BEACH, PURCHASING DEPARTMENT
PAMELA DALEY, INTERIM PURCHASING MANAGER
2391 AVENUE L
RIVIERA BEACH, FLORIDA 33404
pdaley@rivierabch.com**

and if sent to the CONTRACTOR shall be mailed to:

**CINTAS CORPORATION
c/o LUKE GORDLEY
2401 VISTA PARKWAY
WEST PALM BEACH, FLORIDA 33411
OFFICE PHONE 561-686-1444
gordleyl@cintas.com**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added

to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY's property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional cost or expense to the CITY work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY's right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Luke Gordley hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City Council of the City of Riviera Beach.

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 42 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 43 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 44 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

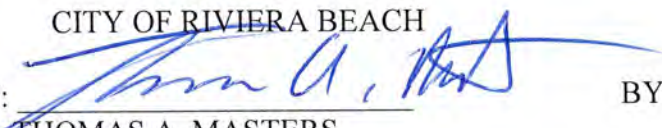
ARTICLE 45 - RIGHT TO REVIEW


The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.


**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE**

CONTRACT WITH THE CITY OF RIVIERA BEACH


IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH
BY: 
THOMAS A. MASTERS
MAYOR


CINTAS CORPORATION
BY: 
LUKE GORDLEY
GENERAL MANAGER

BY: 
CLAUDENE L. ANTHONY, CMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMELA DALEY
INTERIM PURCHASING MANAGER

DATE: 7/28/15

EXHIBIT B

FEE PROPOSAL SHEET

The following items should be addressed at a minimum.

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of uniforms called for. The undersigned proposes to deliver the uniforms in accordance with the specifications for the sum of:

DATE 4/24/15
Levels of service

Weekly

VENDOR NAME: CINTAS CORPORATION

<u>UNIFORM DESCRIPTION</u>	<u>QUANTITIES</u>	<u>ESTIMATED UNIT PRICE</u>
ITEM #1 Work Trousers, Men/Women	4961	\$ <u>.157</u>
ITEM #2 Work Trousers (Shorts)	260	\$ <u>.157</u>
ITEM #3 Work Shirts (All Cotton)	1775	\$ <u>.183</u>
ITEM #3A Work Shirts (65/35 Blend)	3599	\$ <u>.183</u>
ITEM #4 Executive Men Work Pants/Shorts (All Cotton)	250	\$ <u>.245</u>
ITEM #5 Executive Work Shirts	52	\$ <u>.191</u>
ITEM #6 Towel Service	12	\$ <u>.128</u>
ITEM #7 Mat Service 3x5	35	\$ <u>2.038</u>
Mat Service 4x6	35	\$ <u>2.517</u>
Mat Service 3x10	35	\$ <u>2.996</u>
ITEM #7 Replacement Cost	0	\$ <u>30.00</u>
ITEM #7 Additional Uniforms	10	\$ _____
ITEM #10 LAB COATS	25	\$ <u>.183</u>
COVERALLS	23	\$ <u>.313</u>
SHOP WIPERS	585	\$ <u>.061</u>
FENDER COVERS	0	\$ <u>.53</u>

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

EXHIBIT B

FEE PROPOSAL SHEET

The following items should be addressed at a minimum

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of uniforms called for. The undersigned proposes to deliver the uniforms in accordance with the specifications for the sum of:

DATE 4/24/15Levels of service Bi-WeeklyVENDOR NAME: CINTAS CORPORATION

<u>UNIFORM DESCRIPTION</u>	<u>QUANTITIES</u>	<u>ESTIMATED UNIT PRICE</u>
ITEM #1 Work Trousers, Men/Women	0	\$ <u>.157</u>
ITEM #2 Work Trousers (Shorts)	0	\$ <u>.157</u>
ITEM #3 Work Shirts (All Cotton)	0	\$ <u>.183</u>
ITEM #3A Work Shirts (65/35 Blend)	0	\$ <u>.183</u>
ITEM #4 Executive Men Work Pants/Shorts (All Cotton)	0	\$ <u>.245</u>
ITEM #5 Executive Work Shirts	0	\$ <u>.191</u>
ITEM #6 Towel Service	0	\$ <u>.128</u>
ITEM #7 Mat Service 3x5	35	\$ <u>3.057</u>
Mat Service 4x6	35	\$ <u>3.775</u>
Mat Service 3x10	35	\$ <u>4.494</u>
ITEM #7 Replacement Cost	0	\$ <u>30.00</u>
ITEM #9 Additional Uniforms	0	\$ _____
ITEM #10 LAB COATS	0	\$ <u>.183</u>
COVERALLS	0	\$ <u>.313</u>
SHOP WIPERS	0	\$ <u>.041</u>
FENDER COVERS	0	\$ <u>.53</u>

THIS PAGE TO BE SUBMITTED ALONGWITH PROPOSAL IN ORDER FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DEPRECIATION SCHEDULE FOR REPLACEMENT COST

In Service For:	0-6 Months	7-12 Months	13-18 Months	19-24 Months
Work Shirts	\$ 15.28	\$ 15.28	\$ 11.40	\$ 9.69
Work Trousers	\$ 18.08	\$ 18.08	\$ 13.50	\$ 11.45
Work Trousers (shorts)	\$ 18.08	\$ 18.08	\$ 13.50	\$ 11.45
Executive Men Work Pants/Shorts	\$ 27.00	\$ 27.00	\$ 20.25	\$ 17.10
Executive Work Shirt	\$ 21.39	\$ 21.39	\$ 16.05	\$ 13.55
Towel Service	\$	\$	\$	\$
Mat Service	\$ 50.95	\$ 50.95	\$ 38.21	\$ 32.27
Replacement Cost	\$	\$	\$	\$
Additional Uniforms	\$	\$	\$	\$
Coverall	\$ 41.27	\$ 41.27	\$ 30.95	\$ 26.15
Lab Coat	\$ 30.00	\$ 30.00	\$ 22.54	\$ 19.03
Shop Wiper	\$.459	\$.459	\$.349	\$.299
Fender Cover	\$ 1.50	\$ 1.50	\$ 1.125	\$.95
Bath Towel	\$ 1.325	\$ 1.325	\$.998	\$.839
Wash Cloth	\$ 1.325	\$ 1.325	\$.998	\$.839
Cost for lost Bath Towel	\$ 1.325	\$ 1.325	\$.998	\$.839
Cost of Lost Wash Cloth	\$ 1.325	\$ 1.325	\$.998	\$.839

CINTAS CORPORATION

Name of Your Company

EXHIBIT C



TITLE PAGE

April 24, 2015

Cintas proposal for the City of Riviera Beach, FL – Bid No. 517-15

Prepared by:

Luke Gordley
General Manager
2401 Vista Parkway
West Palm Beach, FL 33411

Paul LoBianco
Sales Manager
2401 Vista Parkway
West Palm Beach, FL 33411

Table of Contents

- I. Transmittal Letter
- II. Company Overview
- III. Executive Summary
- IV. Organizational Chart
- V. Proposal Submittal Questions
- VI. Exhibit C – Record tracking of picked up/delivered uniforms
- VII. Exhibit D – Delivery Route Process
- VIII. Exhibit E – Definition of Worn out, repair and replacement
- IX. Exhibit F – Process of Uniform Replacement
- X. Exhibit G – Manufacturing Facilities
- XI. Exhibit H – Complaint Resolution Process and Customer Service
- XII. Exhibit I – References
- XIII. Exhibit J – Description of Construction of Uniforms
- XIV. Exhibit K – Quality Control
- XV. Exhibit L – Implementation Schedule
- XVI. Fee Proposal Sheet
- XVII. Depreciation Schedule for Replacement
- XVIII. Proposer's Certification
- XIX. Drug Free Workplace Statement
- XX. Notification of Public Entity Crimes Law
- XXI. Exhibit M – Number of routes per counties



LETTER OF TRANSMITTAL

**Luke Gordley
General Manager
2401 Vista Parkway
West Palm Beach, FL 33411
(561)686-1444 ex. 61125**

**Paul LoBianco
Sales Manager
2401 Vista Parkway
West Palm Beach, FL 33411
(561)686-1444 ex. 61129**



Trust the Team with the White Truck™

COMPANY HISTORY

Herschell Farmer became president of the company in 1952 after his father's death, and after 23 years of continued success, turned the helm over to his son, Richard. The company entered the uniform rental business in 1965, a move that would dramatically reshape the company and revolutionize the uniform marketplace. For example, Cintas was the industry pioneer in introducing polyester-cotton blend fabric that doubled the life of uniforms and made cleaning more efficient.

In 1983, the company made its initial public offering of stock.

Scott Farmer, the fourth generation of the Farmer Family, currently serves as Chief Executive Officer, Phillip Holloman serves as President and Chief Operating Officer and Robert J. Kohlhepp is Chairman.

Today Cintas is the largest uniform supplier in North America, with more than 900,000 customers. The company has more than 430 facilities across North America, including six manufacturing plants and nine distribution centers employing approximately 30,000 people.

Fortune magazine listed Cintas among America's "Most Admired" companies for nine consecutive years and *Report on Business* magazine has named Cintas among the "50 Best Employers in Canada" for two years running.



Trust the Team with the White Truck.™

EXECUTIVE SUMMARY

Senior Management:

Richard T. Farmer
Chairman Emeritus and Founder of Cintas Corporation

J. Phillip Holloman
President & Chief Operating Officer

Scott D. Farmer
Chief Executive Officer

Thomas E. Frooman
Senior Vice President, Secretary & General Counsel

J. Michael Hansen
Vice President – Finance and Chief Financial Officer

Robert J. Kohlepp
Chairman of the Board

Directors:

Richard T. Farmer
Chairman Emeritus and Founder of Cintas Corporation

Robert J. Kohlepp
Chairman of the Board

Scott D. Farmer
Chief Executive Officer

Gerald S. Adolph
Director

Ronald W. Tysoe
Director

Joseph Scaminace
Director

John F. Barrett
Director

Melanie W. Barstad
Director

Service Department

Luke Gordley
General Manager

Hillary Marcusse
Check-in
John Bergamo
HSE/Fleet

Kyle Sidman
Service Manager

Rt	SSR Name
11	Randall Den
12	Terry Bishop
17	Mario Saubog
20	Mike Benmatt
32	Jason Morgan
34	Julian Torres
40	Pamy Trevino
43	Mike Bivins
48	Nickardn Blake
58	Make Mathieu
80	Robert Bogatz

Rich Meiklejohn
Service Director

Jerguens Derose-SS
Yousef Piroozgar-SS
Joe Moskal-SS
Carlos Cabanas-CSR

Rt	SSR Name
5	Anthony Antorelli
18	Walter Hawk
37	Chris Latchman
45	Ashley DeJesus
46	Joel Gibson
52	J.D. Maxwell
53	Shawn Kay
56	Adrian Chandler
68	Richard Perera
74	Leifear Bush

Nathan Beals
Service Manager

Rt	SSR Name
10	Eric Peck
16	Chauncey Englin
19	Art Xarris
23	Kristi Schrock
25	Sharif Rashad
29	Victor Tucker
41	Carlson Ewan
42	Anthony Arce
44	Gethne Tadeus
47	Gary Sanchez

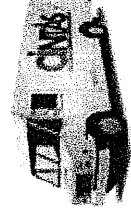
James Tarifeno
Deep Clean Supervisor

Rt	SSR Name
	Tile & Carpet
85	Marcus Rodriguez

Rt	SSR Name
75	Allie Bielowski

**Team West Palm
Beach**

Skippers
David Figueroa
In Training
Kashif Lewis



Trust the Team with the White Truck™

PROPOSAL SUBMITTALS QUESTIONS
(Maximum 35 Pages)

BUSINESS HISTORY (must be submitted with proposal)

Name of Company CINTAS CORPORATION

Address 2401 VISTA PARKWAY

City/State/Zip Code WEST PALM BEACH, FL 33411

Number of years in business: 90 YEARS

List the address of your laundry plant. 2401 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Do you have the ability to generate and produce usage history reports? YES

Number of employees at your plant 124

Number of office staff 10

Number of vehicles assigned to your plant 32

Number of drivers assigned to your plant 32

Please be sure to include a separate description detailing your company's laundry services process, to include how employee uniforms are handled from pick-up to delivery.

POINT OF CONTACT INFORMATION

Please provide the name of the person who will be the local service representative for this account

RICH MEIKLE JOHN

Office Telephone Number 561/686.1444 FAX 561/686.5008 Cell Phone Number 215/932.8279

Email CABANAS.C@CINTAS.COM

Hours of Operation M-F 24hrs

PROPOSAL SUBMITTAL QUESTIONS
Please answer the following questions

1. Your business is headquartered out of what state? OHIO
2. How many years has your business operated in the Tri-County area. 90 YEARS
3. How many contracts of similar scope has your company completed within the last three (3) years. 50 Plus
4. Please indicate the service level options and associated pricing provided by your company.
5. Please provide detail explanation of your method of record tracking for all soiled uniforms picked up and laundered uniforms delivered. **(Attach response as EXHIBIT "C")**
6. Please describe in detail your delivery route process. **(Attach response as EXHIBIT "D")**
7. Describe in detail what your definition of worn out, need repair and replacement means. **(Attach response as EXHIBIT "E")**
8. Outline process for uniform replacement, provide steps or procedures for replacement of worn, torn, oily or damage items. **(Attach response as EXHIBIT "F")**
9. Please list the names and addresses of the manufacturing facilities in which the products are made. **(Attach response as EXHIBIT "G")**
10. Is there any known child or forced labor within these manufacturing facilities? NO
11. Describe your company's complaint escalation process (include time duration). **(Attach response as EXHIBIT "H")**
 - a. Response Time: days ____ or hours ____
 - b. Resolution Time: days ____ or hours ____
12. Proposers shall provide a list of three (3) applicable customer references that have used or are currently using the services offered by the proposer which are considered similar to the requirements of this RFP and will be able to verify the service levels and capability of the Proposer to provide these services. Each reference shall include company name, address, contact name, telephone number, email address, and dates of service. **(Attach response as EXHIBIT "I")**
13. Provide detail description of construction of uniforms. **(Attach response as EXHIBIT "J")**
14. Please explain in detail your quality control/complaint resolution process. **(Attach response as EXHIBIT "K")**
15. The contractor shall provide an estimated implementation schedule. **(Attach response as EXHIBIT "L")**
16. Please provide the number of routes serviced by your company in ____ Dade County, ____ Broward County, and ____ Palm Beach County
17. For each County, give the number of drivers that have been assigned to each route in the past three years? **(Attach response as EXHIBIT "M")**

EXHIBIT C

Please provide detail explanation of your method of record tracking for all soiled uniforms picked up and laundered uniforms delivered.

Cintas method of documentation for picked up and delivered uniforms is the use of an Individual Garment Check Sheet. This three copy document is left separate of your invoice copy of the week of service. We hand count each shirt and pant, making documentation by employee of count in the appropriate field, of pick-up and delivery. Once complete, the document returns to our operation to be kept available for next week's delivery. After processing, cleaning, inspection and repair, we then recount the garments being returned to our customer and physically write in the count for the delivery. It is matched against the pick-up count to ensure all garments are being returned correctly.

EXHIBIT D

Please describe in detail your delivery route process.

Each Service Sales Representative (Weekly Driver) is assigned an exact customer list, to be serviced in the same order, on the same day of the week. Every week Cintas also employs Route Skippers, who are fully trained Service Sales Representatives. These Skippers run routes to cover any vacation or sick days that may occur within the week.

EXHIBIT E

Describe in detail what your definition of worn out, need repair and replacement means.

Each Service Sales Representative would inspect garments, looking for the following deficiencies; garments with rips, thin/worn out garments, lost or broken buttons, broken zipper, missing emblems, as well as heavily soiled garments.

EXHIBIT F

Outline process for uniform replacement; provide steps or procedures for replacement of worn, torn, oily, or damaged items.

Quality Control is the contractor's responsibility. Worn items are to be replaced promptly by the contractor at no cost to the City. Standard of normal usage is defined for the purposes of this contract.

The contractor shall repair or replace worn or damaged items as a result of normal wear and tear, at no additional charge to the City. Repair of all rental items shall be performed by the contractor, acceptable to the City, rendering the item useful and retaining an aesthetic appearance. The City shall not repair any items owned by the contractor. Items older than 24 months old must be promptly replaced by the contractor at no cost to the City if requested by the City.

Any item rejected for use by the City shall be replaced promptly by the contractor to the satisfaction of the City, at no cost.

The City shall only be responsible for damage or loss of items which can be documented as having occurred while in use or storage at the City and/or attributed to City Employee neglect. The City shall reimburse the contractor for verified losses at the contractor's replacement costs, which shall include the charge for cleaning. Damaged items for which the City pay shall become the property of the City.

Exhibit "G"

Manufacturing Facilities

Ensamblados de Manufactura
Calle Arizabal 2346
Colonia Independencia
Nueva Rosita, Mexico 26830

Complaint Resolution Process and Customer Service

1. *Contractor's complain resolution process.*

The contractor must have adequate representation to accommodate the City account. The representative will have the responsibility to call on the Purchasing Division and on other City Departments, and resolve invoice discrepancies and other problems that may occur. The above responsibilities will be on an as needed basis unless otherwise specified. All complains emailed into Cintas Customer Care Center during regular hours of operations Monday thru Friday, 8:00 am to 5:00 pm are to be logged and tracked by the Contractor and will receive a response or resolution within the time frame provided by the Contractor in their proposal which is established as follows: Time shall be calculated from time of

Response to a notice of complaint: 8 hours

Response of a complaint: Within 48 hours

The Contractor repeated failure to satisfy the established response and resolution times shall constitute termination for cause.

For the purpose of calculating response time, the date and time stamp reflected on the email received from the entity logging the complaint will serve as the official notice of complaint to the contractor.

Although the Contractor's hours of operations are from Monday thru Friday, 8:00 am to 5:00 pm, all complaints received after 3 pm will be considered as being received on 8:00 am the next business day for the purpose of calculating the 48 hours complaint resolution requirement.

2. *Customer Service*

The Contractor will provide the name and phone number of responsible employee that is to provide customer service to each municipality based upon the region their site resides in for the purpose of changes in personnel, problems, billing, etc. This person is to be in charge of the complete region account regardless of the number of route salesmen involved.

North Region: (Jupiter to Deerfield Beach)

South Region: (Pompano Beach to Homestead)

Name: Carlos Cabanas

Name: Sophia Luaces

Phone: 561-686-1444, ext. 61108

Phone: 954-433-5000, ext. 202

Fax: 561-686-5008

Fax: 954-438-8141

Email: cabanasc@cintas.com

Email: luaccess@cintas.com

REFERENCES

Proposer shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number.

Name: SOUTH FLORIDA WATER MGMT Name: MARTIN COUNTY SCHOOL DISTRICT

Address: 3301 GUN CLUB ROAD, WPB Address: 500 E. OCEAN BLVD, STUART

Tel. No.: 561/482.6018 Tel. No.: 772/219.1200 EXT. 30038

Fax No 561/482.5070 Fax No.: 772/219.1254

Email: JKILIAN@SEWMD.GOV Email: HIGGINM@MARTIN.K12.FL.US

Contact: JENNIFER KILIAN Contact: MARY HIGGINS

Name: FL DEPT. OF HEALTH Name: BRAMAN MOTORS OF THE PALM BEACHES

Address: 800 CLEMATIS ST, WPB Address: 2901 OKEECHOBEE BLVD, WPB

Tel. No.: 561/471.4128 Tel. No.: 561/242.3200

Fax No 561/837.5202 Fax No.: 561/487.3984

Email: GWYNNEAX.WASHINGTON@DOH.STATE Email: MARYLANE.FEREZA@BRAMANMC.COM

Contact: GWYNNE WASHINGTON Contact: MARYLANE FEREZA



CINTAS UNIFORM CONSTRUCTION

Cintas work shirt/reflective shirts: The Cintas Comfort Work shirt is constructed from Cintas "Comfort Flex." This is a breathable 65/35 polyester/cotton blend with chest pockets.

Cintas work pants/cargo pants and shorts: The Cintas work pant/cargo pants are constructed from our exclusive 65/35 polyester/cotton Cintas "Comfort Flex" fabric.

Cintas Polo Short: The Cintas Polo shirt is constructed of 100% polyester. The polo shirts are fade resistant, shrink resistant and wrinkle resistant.

Cintas Oxford shirt: The Cintas Oxford is No-iron and wrinkle resistant. The long sleeve option has adjustable cuff buttons. The back has box pleating and double yoke with button-down collars.

Cintas Coverall: The Cintas Coverall is constructed with tough 7.5 oz. 65/35 poly/cotton blend with a two way zipper, top gripper snap and features chest pockets and a pass-through side pocket.

Exhibit "K"

Quality Control

Audits are completed by the Designated Quality Auditor and consist of an inspection of garments for specific requirements. These audits should be performed on a representative sample of garments in the facility (pants, shirts, lab coats, coveralls, etc.) The audits should be random and consist of garments exiting the steam tunnel before they are ready to go out to customer.

Exhibit "L"

Estimated Implementation Schedule

1. The contractor shall provide an estimated implementation schedule.

Cintas Representatives will professionally measure every employee at each municipality location, using appropriate style of garment size samples.

Garments will be ordered, emblems and tracking tags will be then applied. Each municipality will be set up as a customer with Cintas. All garments for all employees will be delivered to each municipality site by the due date.

FEE PROPOSAL SHEET

The following items should be addressed at a minimum.

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of uniforms called for. The undersigned proposes to deliver the uniforms in accordance with the specifications for the sum of:

DATE 4/24/15 VENDOR NAME: CINTAS CORPORATION
 Levels of service Weekly

<u>UNIFORM DESCRIPTION</u>	<u>QUANTITIES</u>	<u>ESTIMATED UNIT PRICE</u>
ITEM #1 Work Trousers, Men/Women	4961	\$ <u>.157</u>
ITEM #2 Work Trousers (Shorts)	260	\$ <u>.157</u>
ITEM #3 Work Shirts (All Cotton)	1775	\$ <u>.183</u>
ITEM #3A Work Shirts (65/35 Blend)	3599	\$ <u>.183</u>
ITEM #4 Executive Men Work Pants/Shorts (All Cotton)	250	\$ <u>.245</u>
ITEM #5 Executive Work Shirts	52	\$ <u>.191</u>
ITEM #6 Towel Service	12	\$ <u>.128</u>
ITEM #7 Mat Service 3x5	35	\$ <u>2.038</u>
Mat Service 4x6	35	\$ <u>2.517</u>
Mat Service 3x10	35	\$ <u>2.996</u>
ITEM #7 Replacement Cost	0	\$ <u>30.00</u>
ITEM #7 Additional Uniforms	10	\$ _____
ITEM #10 LAB COATS	25	\$ <u>.183</u>
COVERALLS	23	\$ <u>.313</u>
SHOP WIPERS	585	\$ <u>.061</u>
FENDER COVERS	0	\$ <u>.53</u>

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

FEE PROPOSAL SHEET

The following items should be addressed at a minimum

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of uniforms called for. The undersigned proposes to deliver the uniforms in accordance with the specifications for the sum of:

DATE 4/24/15Levels of service Bi-WeeklyVENDOR NAME: CINTAS CORPORATION

<u>UNIFORM DESCRIPTION</u>	<u>QUANTITIES</u>	<u>ESTIMATED UNIT PRICE</u>
ITEM #1 Work Trousers, Men/Women	0	\$ <u>.157</u>
ITEM #2 Work Trousers (Shorts)	0	\$ <u>.157</u>
ITEM #3 Work Shirts (All Cotton)	0	\$ <u>.183</u>
ITEM #3A Work Shirts (65/35 Blend)	0	\$ <u>.183</u>
ITEM #4 Executive Men Work Pants/Shorts (All Cotton)	0	\$ <u>.245</u>
ITEM #5 Executive Work Shirts	0	\$ <u>.191</u>
ITEM #6 Towel Service	0	\$ <u>.128</u>
ITEM #7 Mat Service 3x5	35	\$ <u>3.057</u>
Mat Service 4x6	35	\$ <u>3.775</u>
Mat Service 3x10	35	\$ <u>4.494</u>
ITEM #7 Replacement Cost	0	\$ <u>30.00</u>
ITEM #9 Additional Uniforms	0	\$ _____
ITEM #10 LAB COATS	0	\$ <u>.183</u>
COVERALLS	0	\$ <u>.313</u>
SHOP WIPERS	0	\$ <u>.041</u>
FENDER COVERS	0	\$ <u>.53</u>

THIS PAGE TO BE SUBMITTED ALONGWITH PROPOSAL IN ORDER FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DEPRECIATION SCHEDULE FOR REPLACEMENT COST

In Service For:	0-6 Months	7-12 Months	13-18 Months	19-24 Months
Work Shirts	\$ 15.28	\$ 15.28	\$ 11.40	\$ 9.69
Work Trousers	\$ 18.08	\$ 18.08	\$ 13.50	\$ 11.45
Work Trousers (shorts)	\$ 18.08	\$ 18.08	\$ 13.50	\$ 11.45
Executive Men Work Pants/Shorts	\$ 27.00	\$ 27.00	\$ 20.25	\$ 17.10
Executive Work Shirt	\$ 21.39	\$ 21.39	\$ 16.05	\$ 13.55
Towel Service	\$	\$	\$	\$
Mat Service	\$ 50.95	\$ 50.95	\$ 38.21	\$ 32.27
Replacement Cost	\$	\$	\$	\$
Additional Uniforms	\$	\$	\$	\$
Coverall	\$ 41.27	\$ 41.27	\$ 30.95	\$ 26.15
Lab Coat	\$ 30.00	\$ 30.00	\$ 22.54	\$ 19.03
Shop Wiper	\$.459	\$.459	\$.349	\$.299
Fender Cover	\$ 1.50	\$ 1.50	\$ 1.125	\$.95
Bath Towel	\$ 1.325	\$ 1.325	\$.988	\$.839
Wash Cloth	\$ 1.325	\$ 1.325	\$.998	\$.839
Cost for lost Bath Towel	\$ 1.325	\$ 1.325	\$.998	\$.839
Cost of Lost Wash Cloth	\$ 1.325	\$ 1.325	\$.998	\$.839

CINTAS CORPORATION

Name of Your Company

PROPOSER'S CERTIFICATION

I have carefully examined the Invitation to Proposal, Instructions to Proposer, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in this Request for Proposal at the prices or rates quoted. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor / contractor as its agent and that the vendor / contractor is ready, willing and able to perform if awarded the proposal.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

CINTAS CORPORATION
NAME OF BUSINESS

GORDLEYL@CINTAS.COM
E-MAIL ADDRESS

BY:

[Signature]
SIGNATURE

LUKE GORDLEY - GENERAL
PRINTED NAME AND TITLE MANAGER

2401 VISTA PARKWAY
MAILING ADDRESS

WEST PALM BEACH FL 33411
CITY, STATE, ZIP CODE

561/686.1444
TELEPHONE NUMBER

561/686.5008
FAX NUMBER

Sworn to and subscribed before me this 24th day of April, 2015.

[Signature]
SIGNATURE OF NOTARY

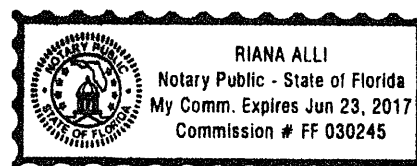
MY COMMISSION EXPIRES: 10/23/17

PERSONALLY KNOWN _____

OR PRODUCED _____

IDENTIFICATION FDL

TYPE: Driver's License



DRUG FREE WORKPLACE STATEMENT

The undersigned vendor in accordance with section 287.087, Florida Statutes, hereby certifies that _____ does:
(Name of Business)

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

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

Proposer's Signature

Date

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

DATE: 4/24/15

SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Riviera Beach, Palm Beach County, FL by LUKE GORDLEY, GENERAL MANAGER (print individual's name and title) for CINTAS CORPORATION (print name of entity submitting sworn statement) whose business address is 2401 VISTA PARKWAY WEST PALM BEACH, FL 33411 and, (if applicable) its Federal Employer Identification Number (FEIN) is 31-1188918 (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____).
2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" is defined in Section 287.133(1)(a), Florida Statutes, means:
 - (A) A predecessor or successor of a person convicted of a public entity crime; or
 - (B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

(Signature) *[Signature]*

(Date) 4/27/15

STATE OF Florida
COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Lucas Gardley, who is personally known to me or who has produced FLDL as identification, and who, after first being sworn by me, affixed his/her signature in the space provided above on this 27th day of April, 2015

[Signature]
Signature of Notary Public

Riana Alli
Name of Notary Public

Personal Banker/Notary
Title or Rank

(SEAL)

My commission expires:

Serial Number

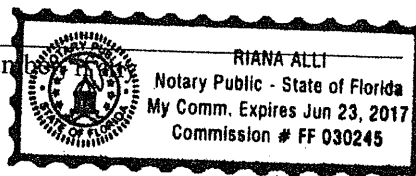




EXHIBIT "M"

Palm Beach County: 20 total routes; 26 SSR's in the past three years

Broward County: 21 total routes; 25 SSR's in the past three years

Dade County: 31 total routes; 37 SSR's in the past three years



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
03/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																		
	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>The Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER A:	The Travelers Indemnity Co of CT	25682	INSURER B:	Travelers Property Cas Co of America	25674	INSURER C:	Westchester Fire Insurance Company	10030	INSURER D:			INSURER E:			INSURER F:	
INSURER A:	The Travelers Indemnity Co of CT	25682																	
INSURER B:	Travelers Property Cas Co of America	25674																	
INSURER C:	Westchester Fire Insurance Company	10030																	
INSURER D:																			
INSURER E:																			
INSURER F:																			
INSURED Cintas Corporation and Its Subsidiaries 6800 Cintas Blvd. P.O. Box 625737 Cincinnati OH 45262 USA																			

COVERAGES

CERTIFICATE NUMBER: 570057079860

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		HC2E-GLSA-472M4731-TCT-14	07/01/2014	07/01/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/Coll \$0 Ded.		HC2E-CAP-472M4651-TCT-14 AOS	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION		G22035277009 SIR applies per policy terms & conditions	07/01/2014	07/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	HC2JUB-472M470-6-14 WC-AOS	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Riviera Beach 600 Blue Heron Blvd West Riviera Beach FL 33404 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Holder Identifier : 283

Certificate No : 570057079860

©1988-2014 ACORD CORPORATION. All rights reserved.



Title - TR12720 - Relay for Life 2016

A Resolution of the City Commission of the City of Tamarac, Florida, approving a request on behalf of the American Cancer Society for waiver of fees and in-kind support for the Tamarac Relay for Life event benefitting the American Cancer Society to be held at the Tamarac Sports Complex on Saturday, April 16, 2016; providing for permits, proper insurance and execution of hold harmless agreement; providing for execution of a license agreement; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

City-wide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12720 - MEMO - Relay for Life 2016	11/5/2015	Cover Memo
▣ TR12720 - RESO - Relay for Life 2016	11/5/2015	Resolution
▣ TR12720 - EXHIBIT 1 - Relay for Life 2016 License Agmt	11/5/2015	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PARKS AND RECREATION**

TO: Michael C. Cernech, City Manager DATE: November 5, 2015

**FROM: Gregory Warner, Director of Parks
and Recreation**

**RE: Temp. Reso. #12720 – Tamarac
Relay for Life – Request for in-
kind support**

Recommendation:

I recommend approving a request on behalf of the American Cancer Society for waiver of fees and in-kind support for the Tamarac Relay for Life event benefitting the American Cancer Society to be held at the Tamarac Sports Complex on April 16, 2016.

Issue:

A request has been made on behalf of the American Cancer Society for the City of Tamarac to waive fees and provide in-kind support for the Tamarac Relay for Life event benefitting the American Cancer Society, as attached.

Background:

The Parks and Recreation Department has received a request from Monique Stephens, Senior Manager, Relay for Life, requesting waiver of fees and in-kind support from the City of Tamarac for the Tamarac Relay for Life Event. The "Relay for Life" is the signature event of the American Cancer Society, a non-profit volunteer organization dedicated to finding a cure for cancer.

The Tamarac Relay for Life event is proposed to be held at the Tamarac Sports Complex on Saturday, April 16, 2016. The event will bring the Tamarac community together for a great cause. It is estimated that there will be between 500 and 700 participants taking part in the event at any given time between the scheduled hours of the event (3:00 p.m. to 11:00 p.m.). For two years the Relay for Life event was held at Tamarac's Tephford Park, and then it was moved to University Hospital and Medical Center. Four years ago it was moved to Millennium Middle School. This year, the event will return to being held on City property; this year being the Tamarac Sports Complex. The Sports Complex will provide a more visible location that will better meet the needs of the event. We have provided in-kind support for several years, in which each Relay for Life event has seen hundreds of participants take part over the course of the event. This year's Tamarac Relay for Life will be a one-day event.

The in-kind support being requested will be coordinated by the Parks and Recreation Department if approved and includes:

- Waiver of field rental fees (\$338.00)
- Waiver of room rental fees for meetings and smaller fundraisers (\$540.00)
- Waiver of special event permit fees (\$584.40)
- Waiver of tent permit fee (\$250.00)
- Use of City chairs (75) and tables (10)
- Use of the City's Showmobile
- Use of the City's portable PA system
- City to provide assistance with promotion of event
- Assignment of City representative to serve as logistic coordinator

The City will promote the event to staff. If staff wish to enter a team they may do so on their own. The City will not require staff to participate. We will not be providing a generator as this would require staff to operate and monitor. In addition, we will not be providing a light tower as one will not be needed with the event being held at the Sports Complex which has adequate onsite lighting. The City will not be able to provide tents for the event.

Fiscal Impact:

There are minimal direct costs to the City in providing the in-kind support as listed above. In exchange for the in-kind support, the City will have an opportunity to display banners and signage at the event to indicate our support of the event.

Waiver of rental fees, special event permit fees, and tent permit fee, as well as the use of the Showmobile, do not result in any direct costs but does impact potential revenue totaling approximately \$1,950.00.

The staff costs for the equipment set up and breakdown totals approximately \$226.74.



Gregory Warner

Attachment



October 20, 2015

To Whom It May Concern:

Each year over 8,500 people in the Broward area alone will hear those three little words, “You have cancer.” Help us combat this disease and make cancer just a word in the history books by supporting the Relay For Life of Tamarac on Saturday, April 16, 2016. Drop-off time at 9a and pick-up time at 12a on April 17, 2016. We would greatly appreciate if the City of Tamarac would provide us with the following:

- Showmobile for night of the Relay
- City tents: one 20x30 and six 10x10
- PA system to use with showmobile
- Light tower
- Generator
- City employee for Logistics Position on Relay committee
- Tables (20) and Chairs (75)
- Waive rental fees for use of City’s Sports Complex Park
- Waive fees for facility usage utilized for meetings and smaller fundraisers taking place throughout the year.

Relay For Life is the signature fundraising event of the American Cancer Society. All of the funds raised at Relay For Life will benefit the American Cancer Society’s programs of research, education, advocacy, and service-the programs that can reduce cancer deaths and cancer incidence, and improve the quality of life for cancer survivors. The American Cancer Society is a 501(c)3 tax exempt organization and our proof of status is enclosed. Your support will allow more donations to directly fund our mission.

Relay For Life is a true community event where people of all ages and from all walks of life come together for a common cause. Relay for Life represents the hope that those lost to cancer will never be forgotten, that those face cancer will be supported, and that one-day cancer will be eliminated. At the Relay For Life we will celebrate cancer survivors, honor caregivers and remember lives lost through various ceremonies. Other activities taking place at Relay For Life will include food, performance groups, music and carnival-type games.

If you have any questions or need additional information, please contact Monique Stephens at the American Cancer Society, 954-200-7519. Thank you very much for your consideration.

Sincerely,

Monique Stephens
Senior Manager, Relay For Life
American Cancer Society
3363 W. Commercial Blvd, Ste. 100
Fort Lauderdale, FL 33309
954.200.7519
Monique.Stephens@cancer.org

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A REQUEST ON BEHALF OF THE AMERICAN CANCER SOCIETY FOR WAIVER OF FEES AND IN-KIND SUPPORT FOR THE TAMARAC RELAY FOR LIFE EVENT BENEFITTING THE AMERICAN CANCER SOCIETY TO BE HELD AT THE TAMARAC SPORTS COMPLEX ON SATURDAY, APRIL 16, 2016; PROVIDING FOR PERMITS, PROPER INSURANCE AND EXECUTION OF HOLD HARMLESS AGREEMENT; PROVIDING FOR EXECUTION OF A LICENSE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Director of Parks and Recreation has received a request on behalf of the American Cancer Society to waive fees and for certain in-kind support services for the Tamarac Relay for Life event to be held at the Tamarac Sports Complex on Saturday, April 16, 2016; and

WHEREAS, the American Cancer Society is a non-profit volunteer organization dedicated to finding a cure for cancer and "Relay for Life" is their signature event; and

WHEREAS, the City of Tamarac, Florida, wishes to support the American Cancer Society for the Tamarac Relay for Life event which is an event that brings the community together for a great cause; and

WHEREAS, the City's Risk Management Division will ensure the appropriate levels of liability insurance coverage for this event are submitted to the City; and

WHEREAS, the Director of Parks and Recreation recommends that the City of Tamarac waive fees and provide certain in-kind support services for the Tamarac Relay for Life event to be held at the Tamarac Sports Complex on Saturday, April 16, 2016; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to waive fees and provide certain in-kind support services for the Tamarac Relay for Life event to be held at the Tamarac Sports Complex on Saturday, April 16, 2016.

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

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits attached hereto are hereby incorporated herein by this reference.

SECTION 2: That the request for the City of Tamarac to provide certain in-kind support services as listed below for the Tamarac Relay for Life event to be held at the Tamarac Sports Complex on Saturday, April 16, 2016, is HEREBY APPROVED, subject to Section 3 and Section 4 below.

- Use of City chairs (75) and tables (10)
- Use of the City's Showmobile
- Use of the City's portable PA system
- City to provide assistance with promotion of event
- Assignment of City representative to serve as logistic coordinator
- Waiver of special event permit fees
- Waiver of field and room rental fees
- Waiver of tent permit fee

SECTION 3: That approval is subject to all other appropriate permits being obtained prior to the event and that proper insurance coverage and an executed Hold Harmless Agreement is provided to the City prior to the event in a form acceptable to the City's Risk/Safety Manager.

SECTION 4: That approval is subject to an executed License Agreement, attached hereto as "Exhibit 1", being provided to the City.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of , 2015.

HARRY DRESSLER
Mayor

ATTEST:

PATRICIA TEUFEL, CMC
City Clerk

I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
City Attorney

CITY OF TAMARAC
LICENSE AGREEMENT

THIS IS A LICENSE AGREEMENT (“Agreement”), made this ____ day of _____, 2015, by and between:

CITY OF TAMARAC, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, with a business address of 7525 N.W. 88th Avenue, Tamarac, Florida 33321, hereinafter referred to as “CITY”

and

AMERICAN CANCER SOCIETY, a 501(c)(3) tax exempt organization, with an address of 3363 W. Commercial Boulevard, Ft. Lauderdale, Florida 33309, hereinafter referred to as “LICENSEE”. CITY and LICENSEE may hereafter be collectively referred to as “PARTIES”.

NOW THEREFORE, in exchange for the mutual promises set forth herein, the PARTIES hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES**

CITY hereby grants to LICENSEE the right, license, and privilege of occupying and using the Tamarac Sports Complex, 9901 N.W. 77 Street, Tamarac, Florida 33321, as described in “**Exhibit A**”, hereinafter referred to as “Premises”, for the purpose of providing a Walk a Thon event (“Event”).

2. **COMPENSATION**

There shall be no fee to LICENSEE for the use of the space at the Tamarac Sports Complex. No security deposit is required.

3. **TERM**

The term of this agreement shall be effective commencing on April 16, 2016, at 12:01 a.m. to April 17, 2016, at 12:00 a.m. This License Agreement may be renewed upon the mutual consent of the PARTIES.

4. USE OF PREMISES

LICENSEE may use and occupy the Premises to provide a Walk a Thon event on Saturday, April 16, 2016 from 3:00 p.m. to 11:00 p.m. There is no rainout date scheduled. LICENSEE agrees to provide its own equipment, as needed. For the purposes of this Agreement, the term “rainout date” shall mean an alternate date scheduled for the Event to be utilized only if the original date and time(s) are cancelled or irreparably delayed or postponed due to inclement weather or other natural occurrence beyond the control of the PARTIES and not subject to the CITY’s emergent use of the Premises as described in this Agreement.

CITY and LICENSEE agree to perform the services as described in “**Exhibit B**”, attached hereto and incorporated herein and made a specific part hereof.

LICENSEE’s use of the Premises shall be limited to the staging of the Event. Any and all prepared foods must be properly prepared, labeled, delivered, and served in accordance with all applicable government regulations. LICENSEE agrees not to sell any product that CITY believes is non-conforming to such regulations.

The PARTIES agree that this Agreement shall grant a revocable non-exclusive license to LICENSEE where, upon reasonable notice to the LICENSEE, the CITY may use the Premises for a class or function, thereby limiting LICENSEE’s use of the Premises and possibly rendering the Premises unavailable to the LICENSEE. LICENSEE will notify the CITY prior to its scheduled use of the premises when the premises will not be used or occupied by LICENSEE. All activities at the Premises must be supervised at all times by a representative of the LICENSEE.

CITY, at its sole discretion, may prohibit the use of Premises during any of the times LICENSEE is scheduled to occupy the Premises in the event of inclement weather, designated emergency, or due to other circumstances which may arise that are beyond either Party’s control.

5. ASSIGNMENT

LICENSEE shall have no authority to assign any portion of the Premises licensed under this Agreement. Should LICENSEE attempt to assign this license, then the license shall be immediately terminated forthwith without prior notice to LICENSEE, and CITY shall be entitled to pursue any available damages as a result.

6. DAMAGE TO PREMISES

LICENSEE agrees that all personal property, inventory, or stock placed on the Premises shall remain the property of LICENSEE, and shall be placed on the Premises at the risk of LICENSEE. LICENSEE shall give the CITY immediate written notice of any occurrence, loss, incident, or accident occurring on the licensed Premises. All property of LICENSEE shall be removed from the premises on each day the premises are not occupied by the LICENSEE. Following each day LICENSEE uses or occupies the premises it shall return the premises to CITY in the same condition in which it was provided, normal wear and tear excepted. LICENSEE shall be responsible for any and all damage to the Premises which occurs during LICENSEE’s use thereof.

7. INSPECTIONS

CITY, its agents, or authorized employees may enter upon the Premises at all reasonable times and hours, to examine same to determine if LICENSEE is properly using and maintaining the Premises according to this Agreement. CITY, its agents or authorized employees, shall also be permitted to inspect the Premises upon LICENSEE's release of Premises to ensure it is in substantially the same condition as delivered to LICENSEE.

8. INDEMNIFICATION

To the extent permitted by law, LICENSEE shall indemnify and hold harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of LICENSEE, its agents, servants or employees in the use of the Premises, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the uses or operations permitted under this License Agreement, including appellate fees and costs. Nothing in this section is intended to alter or waive the CITY's entitlement to statutory or common law sovereign immunity, or to extend the CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as may be amended. Moreover, nothing herein shall be construed as CITY's agreement to be sued by third parties.

The PARTIES recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the LICENSEE and requires a specific consideration be given therefore. The PARTIES therefore agree that the use of the Premises at no cost or expense to LICENSEE is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by LICENSEE. Furthermore, the PARTIES understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this License Agreement and continue in full force and effect as to the Party's responsibility to indemnify. The obligations of this Section 8 shall survive the termination or expiration of this License Agreement.

In addition, LICENSEE shall insure that any participants who participate in any of the Programs sponsored by LICENSEE pursuant to this Agreement shall execute any necessary disclaimers, releases, or other documents that shall release the CITY from any liability associated with the programs described herein.

9. INSURANCE

LICENSEE shall obtain, at LICENSEE's expense, all necessary insurance in such form and amount as required by the CITY's Risk and Safety Manager before beginning any performance of work under this Agreement including, but not limited to, General Liability Insurance, Workers' Compensation Insurance, Unemployment Insurance, Professional Liability (where applicable) and all other insurance required by law. LICENSEE shall maintain such insurance in full force and effect during the life of this License Agreement. LICENSEE shall provide to the CITY's Risk and Safety Manager certificates of all insurance required under this section prior to beginning any work under this Agreement. The LICENSEE will ensure that any subcontractors/vendors of LICENSEE comply with the above guidelines and will retain all necessary insurance in force throughout the term of this License Agreement. LICENSEE shall indemnify and hold the CITY harmless for any

damages resulting from the failure of LICENSEE to take out and maintain such insurance throughout the term of this License Agreement. LICENSEE's Liability Insurance policies shall be endorsed to add the CITY as an additional insured. LICENSEE shall be responsible for payment of all deductibles and self-insurance retentions on LICENSEE's Liability Insurance policies. Any requested waiver of insurance as required may be granted at the sole discretion of the CITY's Risk and Safety Manager.

10. MAINTENANCE OF LICENSED PREMISES

The LICENSEE agrees to maintain the Premises and all personal property placed thereon in accordance with the terms and conditions of this Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques. LICENSEE covenants that no nuisance or hazardous substance trade or occupation shall be permitted and nothing shall be kept in or about said Premises which will increase the risk of any hazard, fire, or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Premises. LICENSEE shall not permit the licensed Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

11. AMENDMENTS

It is agreed that no modifications, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the PARTIES with the same formality and of equal dignity herewith.

12. SURRENDER UPON TERMINATION

Upon termination of this License Agreement, LICENSEE agrees to peaceably surrender and deliver the premises to the CITY in substantially the same condition as it was delivered to LICENSEE at the commencement of this Agreement and as more particularly described herein.

Furthermore, LICENSEE agrees to remove from the Premises at its expense, any personal property or inventory placed therein. Upon completion of such removal, the CITY may assess the condition of the Premises to ensure that it shall be safe and not contain a hazard.

13. WAIVER

Failure of the CITY to insist upon strict performance of any covenant or condition of this License Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition or right, but the same shall remain in full force and effect.

14. TERMINATION

CITY shall be entitled to terminate this License Agreement for cause or convenience with thirty (30) days notice. Upon notification of any breach or other concern of CITY, LICENSEE has fifteen (15) days to cure. Upon termination, LICENSEE agrees to immediately vacate the Premises, without the need for any formal eviction procedures.

At the expiration of the Term of this Agreement, or in the event of termination by CITY, LICENSEE shall vacate the Premises in broom-clean condition and deliver the Premises to CITY in its original condition as further described herein. In addition, LICENSEE shall promptly remove all

of LICENSEE's personal property, equipment and inventory from the Premises. Upon LICENSEE's failure to do so, CITY may remove LICENSEE's personal property, equipment, and inventory from the Premises and have them delivered to LICENSEE, placed in storage at LICENSEE's expense or discarded, at CITY's sole discretion. All perishable items will be disposed of as CITY deems appropriate, without compensation to LICENSEE.

LICENSEE acknowledges and agrees that CITY shall have no liability to LICENSEE, for incidental or consequential damages, loss of business, or otherwise, for terminating this License Agreement in accordance with the terms set forth above.

15. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the PARTIES. It is the intent of the PARTIES that the LICENSEE is an independent contractor under this Agreement and not the CITY's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and Florida unemployment insurance law. The LICENSEE shall retain sole and absolute discretion in the judgment of the manner and means of carrying out LICENSEE's activities and responsibilities hereunder. The LICENSEE agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the LICENSEE and the CITY and the CITY will not be liable for any obligation incurred by LICENSEE, including but not limited to unpaid minimum wages and/or overtime premiums.

16. NOTICES

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, the LICENSEE and the CITY designate the following as the respective places for giving of notice:

CITY: Michael C. Cernech, City Manager
City of Tamarac
7525 NW 88 Avenue
Tamarac, Florida 33321
Telephone No. (954) 597-3510
Facsimile No. (954) 597-3520

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

LICENSEE: Monique Stephens, Senior Manager, Relay for Life
American Cancer Society, Broward Unit
3363 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Telephone No. (954) 200-7519

17. BINDING AUTHORITY

Each person signing this Agreement on behalf of CITY and LICENSEE individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18. LAWS AND ORDINANCES

LICENSEE shall observe all laws and ordinances of the CITY, county, state, federal, or other public agencies directly relating to the operations being conducted on the Premises.

19. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20. NON-DISCRIMINATION

Neither party shall discriminate against any employee, person, or participant operating pursuant to, by, or in accordance with this Agreement regardless of race, color, sex (including pregnancy), religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability.

21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida with venue for any legal action lying in Broward County, Florida.

22. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the LICENSEE and supersedes all prior negotiations, representations or agreements, either written or oral.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the PARTIES have set their hands and seals the day and year first written above.

CITY OF TAMARAC, FLORIDA

ATTEST:

By: _____
Michael C. Cernech, City Manager

Patricia Teufel, CMC, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

AMERICAN CANCER SOCIETY

Signed and delivered
in the presence of:

BY: _____
Monique Stephens, Sr. Manager, Relay for Life

Print Name

Print Name

STATE OF FLORIDA :
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this ____ day of _____ 2015, before me personally appeared _____, personally known to be the individual who executed the foregoing instrument and acknowledged before that he executed the same for the purposes therein, is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Print Name:
Commission No. _____

Commission Expires:

EXHIBIT "A"

TAMARAC SPORTS COMPLEX



EXHIBIT “B”

LICENSEE Responsibilities:

1. LICENSEE will supervise operations of the Relay for Life event to include but not limited to:
 - a. Enforce event hours and ensure that participants behave in an appropriate manner.
 - b. Ensure cleanup and sanitation of site and must leave the premises as they were found leaving behind no trash or debris.
2. LICENSEE will provide the CITY with copies of signed participant waivers.
3. LICENSEE will serve as liaison for participants to the City of Tamarac.
4. LICENSEE will be responsible for submitting all advertisements, flyers, banners and promotional materials to the City for prior approval.

City of Tamarac Responsibilities

1. CITY will provide access to the Premises from 10:00 a.m. on Saturday, April 16, 2016 – 12:00 a.m. on Sunday, April 17, 2016.
2. CITY will provide trash receptacles for event date.
3. CITY will provide access to restrooms for event attendees.
4. CITY will provide:
 - Use of City chairs (75) and tables (10)
 - Use of the City’s Showmobile
 - Use of the City’s portable PA system



Title - TR12721 - Village of Yardley Sidewalk Easement

A resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a Sidewalk Easement with Neighborhood Association, Inc. for the Village of Yardley, located at the NW corner of NW 77th Street and NW 96th Avenue authorizing; directing the City Clerk to record said document in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 3

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12721 Memo Sidewalk Easement	11/23/2015	Cover Memo
▣ TR 12721 Reso Sidewalk Easement	11/23/2015	Resolution
▣ TR 12721 Exhibit 1 Sidewalk Easement	11/23/2015	Exhibit
▣ TR 12721 Exhibit 2 Sidewalk Easement	11/23/2015	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT
ENGINEERING DIVISION

TO: Michael C. Cernech, City Manager DATE: November 23, 2015

**THRU: Jack Strain, P.E., Director of
Public Services**

**RE: Temp. Reso. #12721
Execution of Sidewalk
Easement with Neighborhood
Association, Inc., for the Village
of Yardley, City Commission
Meeting of December 9, 2015**

**FROM: John E. Doherty, P.E. Assistant
Director of Public Works/City
Engineer**

Recommendation:

I recommend that the City execute a sidewalk easement with Neighborhood Association, Inc. for the Village of Yardley, located at the NW corner of NW 77th Street and NW 96th Avenue. I further recommend that Temporary Resolution Number #12721 authorizing the acceptance of this Easement, be placed on the City Commission Agenda for the December 9, 2015 meeting.

Issue:

To accept and execute a sidewalk easement with Neighborhood Association, Inc. for the Village of Yardley.

Background

The City of Tamarac is committed to developing an integrated bikeway/walkway network that will ultimately connect major facilities and recreational areas. Originally, the plan called for reducing the existing 4-lane divided NW 77th Street to a 2-lane divided road to accommodate the construction of a bike lane. In the face of changing traffic conditions, having again met with residents of the surrounding community, we believe that a multipurpose path is a superior solution and will accomplish the same objective.

In 2014 the City conducted a traffic study as a precursor to development. Traffic data revealed that the levels had increased such that, were the City to proceed with the proposed lane reductions, the level of service for NW 77th Street would be downgraded from "C" to "D". The City and residents of the area agreed that this was not acceptable and we immediately began researching alternatives that would alleviate the decrease in level of service while still retaining the goal of connecting to the Sports Complex to the citywide network, ultimately agreeing that a multipurpose path would be a far better solution.

The City Code of Ordinances, Section 20-85, requires the owner of a property to dedicate an easement to the public when there is not sufficient room within the right-of-way for construction of a sidewalk. This situation occurs along the NW corner of NW 77th Street and NW 96th

Avenue where the City is proposing to construct the multipurpose path along the Northside of NW 77th Street, between NW 96th Avenue and the entrance to the Tamarac Sports Complex. To comply with the requirements of the City Code, a sidewalk easement should be accepted, approved and executed, to allow legal access to the sidewalk by the public. Approval and execution of this Resolution will allow the Sidewalk Easement to be properly recorded.

Fiscal Impact:

The fiscal impact is minimal; and is limited to the cost of recording the documents with Broward County. The estimated cost, including recordation, document stamps, and courier fees, is estimated to be approximately \$150.00.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A SIDEWALK EASEMENT WITH NEIGHBORHOOD ASSOCIATION, INC., FOR THE VILLAGE OF YARDLEY, LOCATED AT THE NW CORNER OF 77TH STREET AND NW 96TH AVENUE; DIRECTING THE CITY CLERK TO RECORD SAID DOCUMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 20-84 of the City Code, requires the owner of a property to dedicate an easement to the public when there is not sufficient room within the right-of-way for the construction of a sidewalk adjacent to all property abutting a public street; (attached hereto in map form as "Exhibit 1"); and

WHEREAS, there is not sufficient room within the right-of-way at the NW corner of 77th Street and NW 96th Avenue to construct sidewalk improvements along the Northside of NW 77th Street, between NW 96th Avenue and the entrance to the Tamarac Sports Complex.

WHEREAS, Neighborhood Association, Inc., as owner has offered this Sidewalk Easement, attached as "Exhibit 2", herein; and

WHEREAS, Neighborhood Association, Inc., is providing a non-exclusive Sidewalk Easement over and upon the servient estate for the installation of a sidewalk located at the NW corner of 77th Street and NW 96th Avenue, a sketch which is attached hereto as "Attachment B" to "Exhibit 2", herein; and

WHEREAS, it is the recommendation of the Director of Public Services that this Sidewalk Easement be accepted, approved, executed and recorded; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to accept, approve, execute and record this Sidewalk Easement with Neighborhood Association Inc., for the Village of Yardley located at the NW corner of 77th Street and NW 96th Avenue as required for the construction of sidewalks.

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

Section 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

Section 2: The appropriate City Officials are hereby authorized to accept, and execute this Sidewalk Easement with Neighborhood Association, Inc., for the Village of Yardley located at the NW corner of 77th Street and NW 96th Avenue to allow legal access by the public (a copy of which is attached hereto as "Exhibit 2").

Section 3: The City Clerk is hereby authorized and directed to record said document in the Public Records of Broward County.

Section 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2015.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

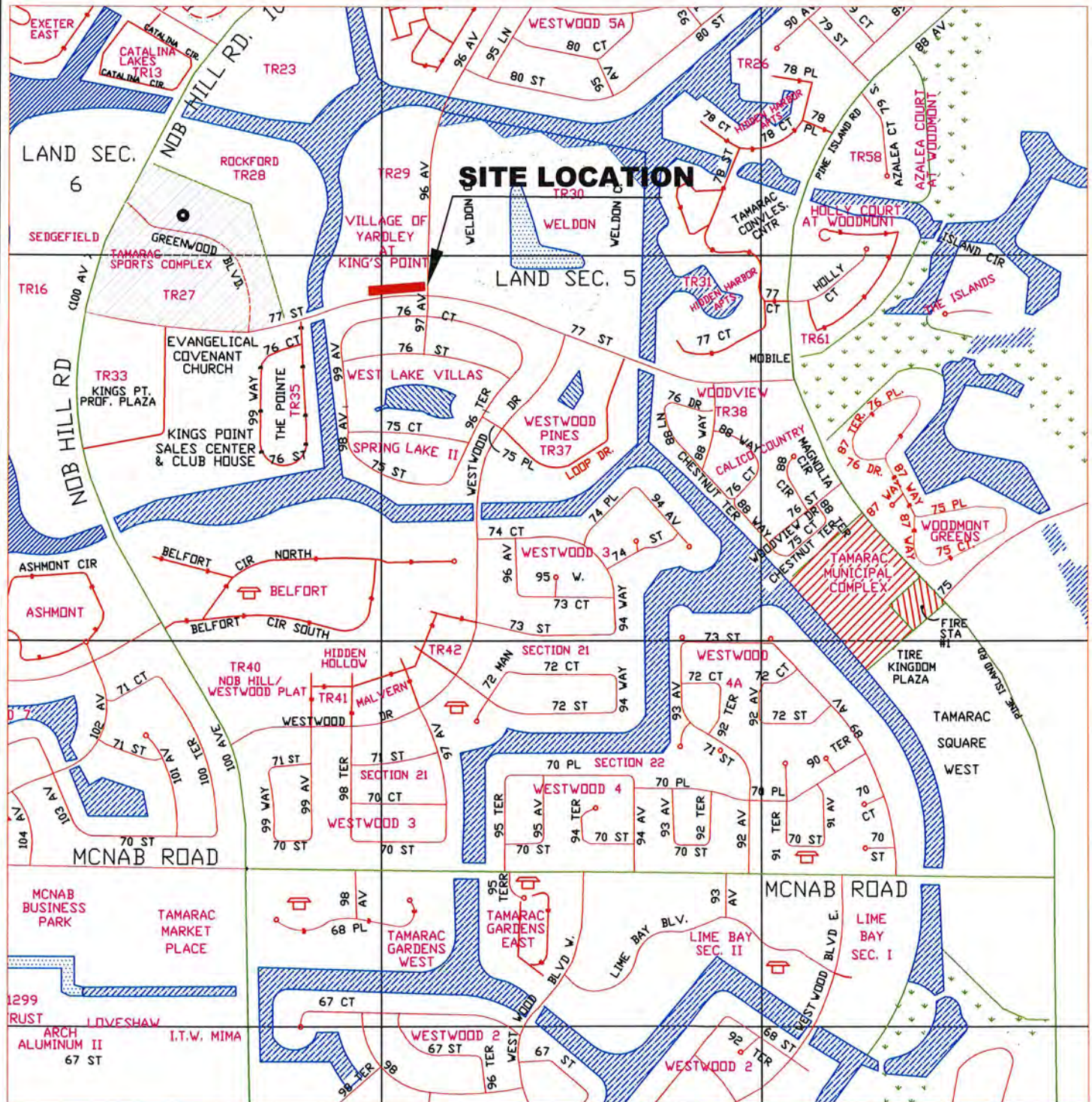
I HEREBY CERTIFY that I have
approved this RESOLUTION as
to form.

SAMUEL GOREN
CITY ATTORNEY

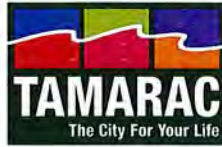


SIDEWALK EASEMENT

TR#12721



REVISIONS				Design By: E.J.W.	Date: 10/20/16	Seal: JOHN E. DOHERTY, P.E. FL. NO. 55383	VILLAGE OF YARDLEY EXHIBIT 1 CITY OF TAMARAC, BROWARD COUNTY, FLORIDA SEC. 5, TWP. 49, RGE. 41
No.	Date	Remarks	By	Drawn By: E.J.W.	Date: 10/20/16		
				Checked By:	Date:		
				Approved By:	Date:		



CITY OF TAMARAC SIDEWALK EASEMENT

FOR: VILLAGE OF YARDLEY
NAME OF PROJECT

This SIDEWALK EASEMENT made this _____ day of _____, 2015, by Neighborhood Association, Inc., having an address of Yardley Drive, Tamarac, FL 33321, (hereinafter "Grantor"), and the City of Tamarac, a municipal corporation of the State of Florida, having an address at 7525 Northwest 88th Avenue, Tamarac, Florida 33321, (hereinafter "Grantee"). (Whenever used herein, the term "Grantor" and "Grantee" shall include the respective successors and assigns of the parties hereto, whenever the context so admits or requires).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Broward County, more particularly described in Exhibit "A" attached hereto, (hereinafter referred to as "Servient Estate"); and

WHEREAS, Grantor desires to grant unto Grantee a non exclusive sidewalk easement to use a portion of the servient estate, a sketch of which is attached hereto as Exhibit "B" and incorporated by reference herein, (hereinafter "the easement area").

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by each of the parties hereto to the other party, receipt of which is hereby acknowledged by both parties, the parties hereto do hereby grant and agree as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive sidewalk easement over and upon the servient estate for the installation of a sidewalk.

2. Grantor reserves all rights not herein granted pursuant to this sidewalk easement, including but not limited to, the right of free ingress and egress over and upon the servient estate and to grant further sidewalk easements under, over and on the servient estate; provided that, in no event shall any of the rights herein reserved impede the sidewalk easement herein granted or the exercise of the rights of use thereunder.

3. The provisions of this sidewalk easement shall be binding on the parties hereto and the respective successors and assigns as a covenant running with and binding upon the servient estate.

4. This sidewalk easement shall not be released or altered without consent of the Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

ATTEST:

By: Jo Ellen Lawrence

Type Name JO ELLEN LAWRENCE
Corporate Secretary

GRANTOR Neighborhood Association, Inc

By: Thomas V Mezzapella

Type Name THOMAS V MEZZAPELLA
President

(Corporate Seal)

STATE OF FLORIDA :
: SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared THOMAS V MEZZAPELLA to me known to be the person(s) described in and who executed the foregoing instrument and HE acknowledged before me and under oath that HE executed the same.

WITNESS my hand and official seal this 13 day of November, 2015.



Nancy Kowalski
NOTARY PUBLIC, State of Florida
at Large

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

☒ Personally known to me, or

☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or ☒ DID NOT take an oath.


ACCEPTED BY CITY OF TAMARAC
GRANTEE

By: _____
Harry Dressler
Mayor

Date: _____

ATTEST:

By: _____
Patricia Teufel, CMC
City Clerk

 By: _____
Michael C. Cernech
City Manager

Date: _____

Approved as to form:

By: _____
Samuel S. Goren,
City Attorney

STATE OF FLORIDA :
: SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____,
200__.

NOTARY PUBLIC, State of Florida
at Large

- () Personally known to me, or
() Produced identification

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

Type of I.D. Produced

- () DID take an oath, or () DID NOT take an oath

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, THOMAS MEZZAPELLA do hereby affirm that I am the PRESIDENT of VARNEY CONDO ASSOC INC and that I have executed a Sidewalk Easement with the City of Tamarac for the Bikeway project and that I am the owner of the property covered by said Sidewalk Easement.

There are no mortgages held on the property, which is the subject of said Sidewalk Easement.

FURTHER AFFIANT SAYETH NOT.

Thomas V. Mezzapella
(Signature)

This 13 day of Nov, 2015.

STATE OF FLORIDA :
: SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared THOMAS MEZZAPELLA to me known to be the person(s) described in and who executed the foregoing instrument and HE acknowledged before me and under oath that HE executed the same.

WITNESS my hand and official seal this 13 day of NOVEMBER, 2015.



Nancy Kowalski
NOTARY PUBLIC, State of Florida
at Large

(Name of Notary Public: Print, Stamp, or type as Commissioned)

☒ Personally known to me, or

☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or ☒ DID NOT take an oath.

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

THE SOUTH 12.00 OF PARCEL "Y", KINGS POINT REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 156, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA. CONTAINING 8,781 SQUARE FEET MORE OR LESS.

NOTES:

- 1) Bearings shown hereon are based on the Plat of KINGS POINT REPLAT (P.B. 156, PG. 3, B.C.R.)
- 2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights-of-way and/or easements of record.
- 4) This Sketch and Description consists of two (2) sheets and is not complete without all sheets.

THIS IS NOT A SKETCH OF SURVEY

SHEET 1 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

**12' SIDEWALK
EASEMENT**



THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID & GERCHAR, INC. LB#6935

SCALE:

N/A

FB/PG:

N/A

DRAWN BY:

RRM

CKD. BY:

TD

JOB NO:

CAD. FILE:

F:\tomorac\77th
Street path legal.dwg

DATE:

10/14/15

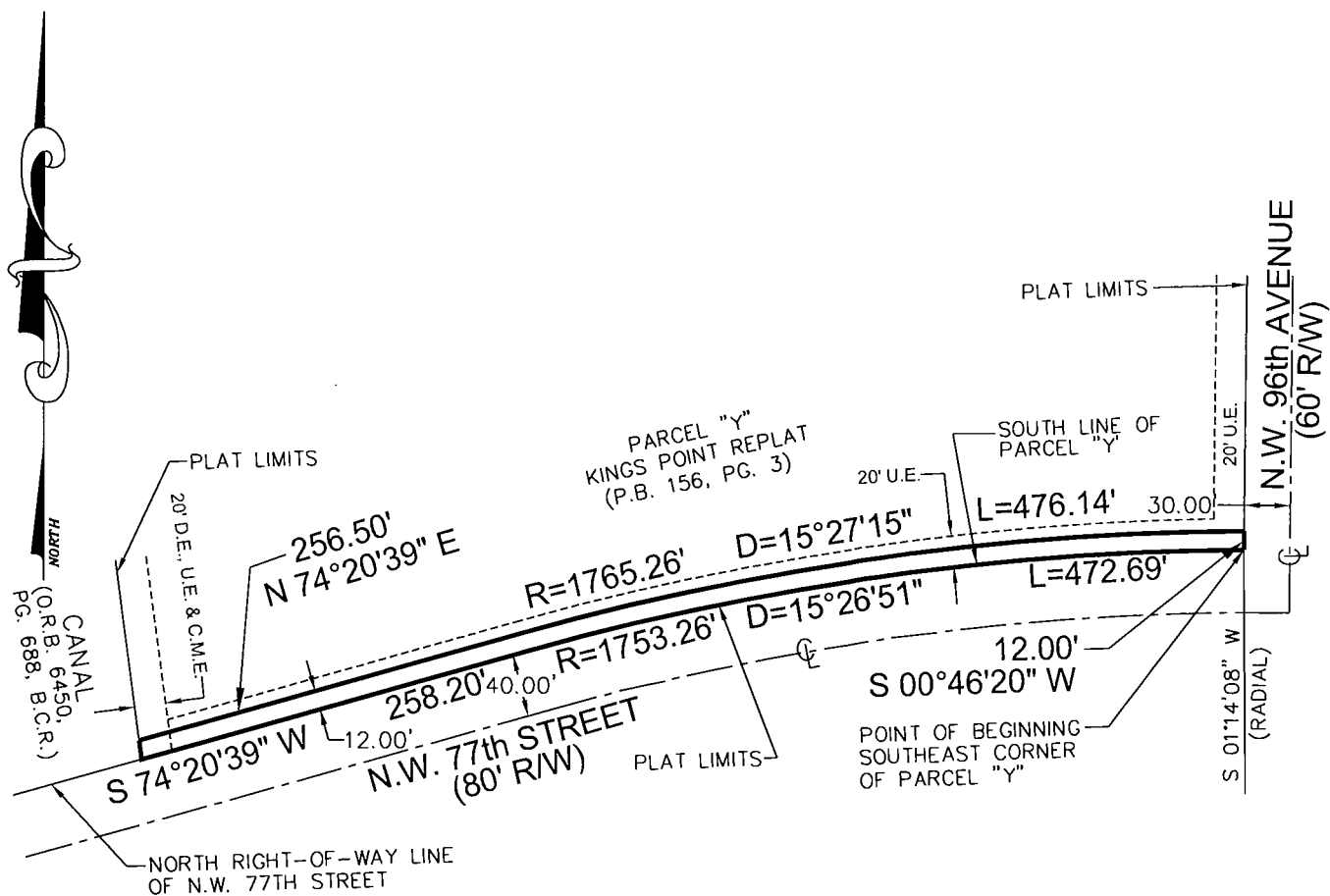
PROJ. FILE:

bike path

**DAVID &
GERCHAR,**
SURVEYORS AND MAPPERS

12750 N.W. 40th Street, Bay 1
Coral Springs, Florida 33065
(954) 340-4025 • email: ted@davidandgerchar.com

SKETCH AND DESCRIPTION



LEGEND:

PG. PAGE
 P.B. PLAT BOOK
 O.R.B. OFFICIAL RECORD BOOK
 B.C.R. BROWARD COUNTY RECORDS
 U.E. UTILITY EASEMENT
 C.M.E. CANAL MAINTENANCE EASEMENT
 D.E. DRAINAGE EASEMENT

THIS IS NOT A SKETCH OF SURVEY

SHEET 2 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

**12' SIDEWALK
EASEMENT**

SCALE:	JOB NO:
1" = 120'	
FB/PG:	CAD. FILE:
N/A	F:\tamarac\77th Street path legal.dwg
DRAWN BY:	DATE:
RRM	10/14/15
CKD. BY:	PROJ. FILE:
TD	bike path

**DAVID &
GERCHAR, INC.**
 SURVEYORS AND MAPPERS
 12750 N.W. 40th Street, Bay 1
 Coral Springs, Florida 33065
 (954) 340-4025 • email: ted@davidandgerchar.com



Title - TR12723 - Parks and Recreation Generator Addition Project - BID NO. 16-01B

A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-01B to and approving an Agreement with Bejar Construction Inc. per Bid No. 16-01B for a contract amount of \$274,999.00 and a contingency in an amount of \$27,500.00, will be added to the project for a total project budget not to exceed \$302,499.00; authorizing an expenditure in the amount not to exceed \$302,499.00 from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12723 MEMO	11/18/2015	Cover Memo
▣ TR 12723 RESOLUTION	11/18/2015	Resolution
▣ TR 12723 EXHIBIT 1 - BID TABULATION	11/18/2015	Exhibit
▣ TR 12723 EXHIBIT 2 - AGREEMENT	11/18/2015	Exhibit
▣ TR 12723 BACKUP - BID 16-01B	11/18/2015	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Michael C. Cernech, City Manager DATE: October 27, 2015

**THRU: Jack Strain, Public Services
Director** 

**FROM: Bill Lewis, Public Works *BR*
Superintendent**

**RE: Emergency Generator
Installation, Temp. Reso. #
TR12723, November 10, 2015
Commission Meeting**

Recommendation:

I recommend that the City Commission authorize the appropriate City Officials to award Bid No. 16-01B and execute an Agreement with Bejar Construction Inc., for the Recreation Center Emergency Generator Installation Project at the Recreation Center Complex located at 7501 N. University Drive in an amount not to exceed \$274,999.00. A contingency in the amount of \$27,500.00 will be added to the Project Account for a total project budget of \$302,499.00 and that this item be placed on the December 9, 2015 Commission Meeting Agenda.

Issue:

The award of Bid No. 16-01B to Bejar Construction Inc., for the Recreation Center Emergency Generator Installation Project at the Recreation Center Complex located at 7501 North University Drive; and is located in the 4th Commission District.

Background:

The Recreation Center was constructed in the year 2010 and is located at 7501 North University Drive. The Recreation Center includes offices for Parks and Recreation staff, meeting rooms, multipurpose activity rooms, kitchen, and other recreation spaces. The building and its staff provide important recreational services for the Community. In addition, the Recreation Center provides critical services in support of the first responders in the event of tropical storms, hurricanes, and other emergencies. The services include, but are not limited to, providing food, ice and water to City Employees and other essential services for City Residents.

At the time of construction, an emergency generator was not installed to support essential services and, therefore, the building does not have emergency power. This proposed project will install an emergency generator at the Recreation Center to provide power to the building in the event of prolonged and/or sporadic power outages that may occur following a natural disaster. By installing the emergency generator, the Recreation Center will be able to provide essential services to the community immediately following a natural disaster; and provide key support to City staff. The generator is sufficiently sized at 350kW to ensure that it can support all normal operations in the event of a power outage.

The City of Tamarac advertised Bid No. 16-01B, for the Recreation Center Emergency Generator Installation Project. Bids were opened on October 7, 2015. Responses were received from two (2) vendors (see bid tabulation below). Upon review of the submittals, it was determined that Bejar Construction Inc. was the lowest responsible responsive bidder.

Below is a bid tabulation summary (for more details see Exhibit 1 to TR12723).

16-01B RECREATION CENTER GENERATOR INSTALLATION PROJECT

VENDOR	Installation	3-Year Warranty	Total Project Bid
Bejar Construction Inc.	\$ 274,999.00	\$ 2,096.00	\$ 277,095.00
All Florida Contracting Services	293,128.00	2,641.00	295,769.00

Contract Summary:

Scope of Project: The project consists of the furnishing and installation of a new emergency power system at the Recreation Center facility inclusive of a 350 kW generator set and automatic transfer switch.

Contract Cost: \$274,999.00 Bid Cost. (A Contingency of \$27,500.00 or 10% will be added for a total project budget of \$302,499.00).

Term/Completion: Completion within 240 calendar days from City's Notice to Proceed.

Risk Mitigation: Performance and Payment Bonds @ 100% of value in effect for up to one (1) year after completion and acceptance.

Liquidated Damages: \$500 per day for each day project not completed after scheduled completion date.

Guarantees: All equipment, parts and labor shall be warranted for a period of two (2) years plus an additional three (3) year extended warranty period for a total of five (5) years warranty against defect, commencing upon project acceptance by City.

Fiscal Impact:

The Recreation Center Generator Installation was included in the FY 2015 Approved Budget in the General Capital Fund. A Project Budget of \$450,000.00 was included in Project Number PW15C; and funding is available in Account Number 310-5040-541.64-01.

Additional costs related to this project which have been encumbered and/or spent include \$245.00 to Broward County for permit fees, and \$39,500.00 to Eckler Engineering, Inc. for design services for the generator.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 16-01B TO AND APPROVING AN AGREEMENT WITH BEJAR CONSTRUCTION INC. PER BID NO. 16-01B FOR A CONTRACT AMOUNT OF \$274,999.00 AND A CONTINGENCY IN AN AMOUNT OF \$27,500.00, WILL BE ADDED TO THE PROJECT FOR A TOTAL PROJECT BUDGET NOT TO EXCEED \$302,499.00; AUTHORIZING AN EXPENDITURE IN THE AMOUNT NOT TO EXCEED \$302,499.00 FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is vulnerable to a variety of natural disasters including hurricanes and tornadoes; and

WHEREAS, the impact of a major disaster would likely result in extended loss of power to City facilities and such loss of power would severely impact operations and may delay or limit the City's ability to respond to such events; and

WHEREAS, the City of Tamarac strives to keep its public facilities and buildings maintained in a high level for its residents, citizens, and employees; and

WHEREAS, Parks and Recreation staff has determined that an emergency generator is needed to provide continuity of operations at the Recreation Center at 7501 North University Drive and the generator will effectively provide emergency power for essential services; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 16-01B for the Recreation Center Generator Installation Project; a copy of Bid No. 16-01B is available on file in the Office of the City Clerk; and

WHEREAS, on October 7, 2015, two (2) bids were opened and reviewed in order to determine cost and responsiveness to the City's technical specifications, a bid tabulation is attached hereto as Exhibit "1", incorporated herein and made a specific part of this Resolution; and

WHEREAS, upon review of proposals by City staff, it was determined Bejar Construction Inc., submitted the lowest responsive and responsible bid and, meets the minimum experience requirements for the project; and

WHEREAS, Bejar Construction Inc., possesses the required knowledge and experience for the Recreation Center Generator Installation Project and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 16-01B; and

WHEREAS, funds exist in the General Capital Fund for said purpose; and

WHEREAS, it is the recommendation of the Public Services Director, the Financial Services Director, and the Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 16-01B and execute an Agreement with Bejar Construction Inc., for the Recreation Center Generator Installation Project, attached hereto as Exhibit "2", incorporated herein and made a specific part of this Resolution; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 16-01B and execute the agreement for the Bejar Construction Inc., for a contract amount of

\$274,999.00; a contingency in the amount of \$27,500.00 will be added to the project account, for a total project budget not to exceed \$302,499.00.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are hereby incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission HEREBY awards Bid No. 16-01B to Bejar Construction Inc., and approves an Agreement between the City of Tamarac and Bejar Construction Inc., ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement, hereto attached as Exhibit "2", to provide for the Recreation Center Generator Installation Project.

SECTION 3: An expenditure for a contract amount of \$274,999.00; a contingency in the amount of \$27,500.00 will be added to the project account, for a total project budget no to exceed \$302,499.00 for said purpose is hereby approved.

SECTION 4: Funding is available for the Recreation Center Generator Installation Project from the appropriate accounts in the General Capital Fund for a contract amount of \$274,999.00; a contingency in the amount of \$27,500.00 will be added to the project account, for a total project budget not to exceed \$302,499.00.

SECTION 5: The City Manager, or his designee, are hereby authorized to make changes, issue change orders in accordance with section 6-147 (j) of the City Code, and close the contract award including, but not limited to making final payment within the terms and conditions of the contract and within the contract price.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2015.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as
to form.

SAMUEL GOREN
CITY ATTORNEY

Bid No. 16-01 B - Parks and Recreation Center Generator Addition**BID TABULATION**

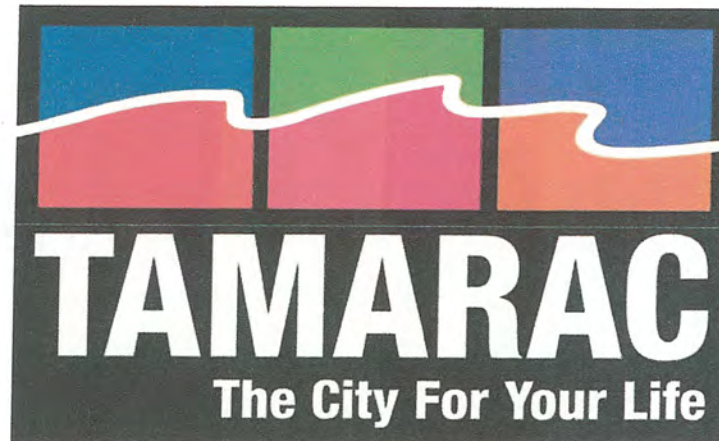
BIDDER:	Bejar Construction, Inc.	All Florida Contracting Services
CONTACT:	Benny Bejar	Michael Cox
ADDRESS:	6326 S.W. 191 Ave	3814 NW 126 Avenue
CITY, STATE:	Pembroke Pines, FL 33332	Coral Springs, FL 33065
TELEPHONE NO:	954-431-5981	954-775-7767
FAX NO:	954-431-4627	954-753-3122
EMAIL:	bejarconstruction@msn.com	mcox@afcs-co.com

ITEM NO.	ITEM DESCRIPTION	TOTAL COST	TOTAL COST
1	Mobilization/ Demobilization	\$ 13,750.00	\$ 6,000.00
2	Constuction of Emergency Generator Addition	\$ 261,239.00	\$ 287,118.00
3	Idemnification	\$ 10.00	\$ 10.00
	TOTAL	\$ 274,999.00	\$ 293,128.00

1A	Alternate Bid Item 1A (Add Provide Additional 3 years Warranty	\$ 2,096.00	\$ 2,641.00
2A	Alternate Bid Item 2A (Deduct) Alternate for Alternate Generator system manufacturer	\$ 23,194.00	\$ 2,000.00
	Alternate Generator Manufacturer	Generac Industrial Diesel Generator	Kohler
2B	Alternate Bid Item 2B (ADD) Alternate Generator System Additional Warranty	\$ 1,695.00	\$ 2,500.00
	Bid Bond	Yes	Yes

Bid Opening:**10/07/2015 @ 2:00 PM**

AGREEMENT

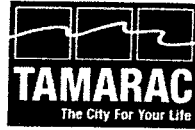


BID NO. 16-01B

**PARKS AND RECREATION CENTER
GENERATOR ADDITION**

BID ISSUED: SEPTEMBER 6, 2015

**City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570
Tamarac, FL 33321**



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
BEJAR CONSTRUCTION, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Bejar Construction, Inc., a Florida corporation with principal offices located at 6326 S.W. 191 Avenue, Pembroke Pines, FL 33332 (the "Contractor") for construction of the Parks and Recreation Center Generator Addition.

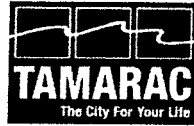
Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The Contract Documents consist of this Agreement, **Bid No. 16-01 B, "Parks & Recreation Center Generator Addition"**, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-01B - "Parks & Recreation Center Generator Addition", as issued by the City, and the Contractor's Proposal; Bid No. 16-01B, "Parks & Recreation Center Generator Addition" as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
 - 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.
 - 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.



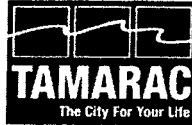
- 2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within 240 days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for



substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is Two Hundred Seventy Four Thousand, Nine Hundred Ninety Nine Dollars and no cents (\$274,999.00).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

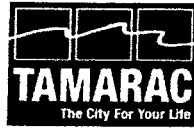
7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

8.2 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.



8.3 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

8.4 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

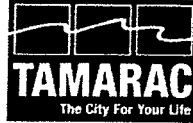
8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

8.7 In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct,



indirect, consequential, impact or other costs, expenses or damages including but no limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

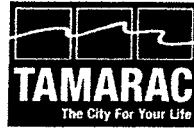
Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

- 12.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily



or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

12.2 The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

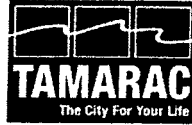
12.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

13) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State



Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

16) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the following address:

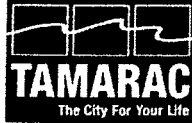
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Bejar Construction, Inc.
Attn: Benny Bejar, President
6326 S.W. 191 Avenue
Pembroke Pines, FL 33332

17) Termination

17.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by City to the Contractor for such termination in which event the Contractor shall be paid its compensation for



services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

- 17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Public Records

- 18.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

18.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

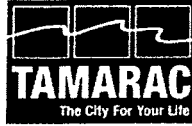
18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

18.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

- 18.2** The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17 "Termination" herein.

19) Agreement Subject to Funding

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



20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

21) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

22) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

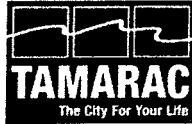
23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

24) Merger; Amendment

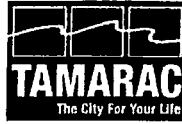
This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

*City of Tamarac**Purchasing and Contracts Division*

25) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

City of Tamarac



Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

Michael C. Cernech, City Manager

ATTEST:

Patricia A. Teufel, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Date

City Attorney

Date

ATTEST:

Bejar Construction, Inc.

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Benny B. Bejar

Type/Print Name of President/Owner

(CORPORATE SEAL)

10-19-15

Date

Purchasing & Contracts Division

STATE OF Florida :
COUNTY OF Broward :SS

WITNESS my hand and official seal this 19 day of October, 2015.

Lena Turner

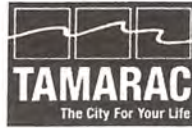


Print, Type or Stamp
Name of Notary Public

Personally known to me or
Produced Identification

Type of I.D. Produced

☒ DID take an oath, or
☐ DID NOT take an oath.



BID NO. 16-01 B

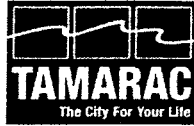
PARKS AND RECREATION CENTER

GENERATOR ADDITION

RECORDED PAYMENT AND PERFORMANCE BONDS

TO BE SUBMITTED TO THE CITY WITHIN

14 DAYS OF AWARD



City of Tamarac

Purchasing & Contracts Division

PAYMENT BOND

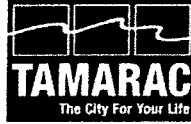
KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, Bejar Construction, Inc. , as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Tamarac, Florida, as Obligee, hereinafter called OWNER, in the amount of Two Hundred Seventy Four Thousand, Nine Hundred Ninety Nine Dollars and No Cents (\$274,999.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract for Bid No. 16-01B – Parks and Recreation Center Generator Addition awarded the _____ day of _____, 20____, with OWNER for construction of the Parks and Recreation Center Generator Addition which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 713.01 supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.



City of Tamarac

Purchasing & Contracts Division

- 2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

WITNESSES

Secretary_____
Principal

(AFFIX SEAL)

By_____
Signature and Title_____
Type Name and Title signed above

WITNESSES

Surety_____
Secretary_____
By

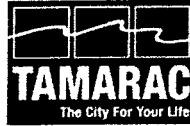
(AFFIX SEAL)

Signature and Title_____
Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact_____
Address_____
City/State/Zip Code_____
Telephone



City of Tamarac

Purchasing & Contracts Division

ACKNOWLEDGMENT PAYMENT BOND

State of _____

County of _____

On this the _____ day of _____, 20____, before me, the undersigned
Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

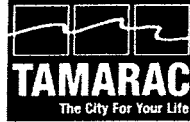
☐ DID take an oath, or ☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named
as Principal in the foregoing Payment Bond; that _____,
who signed the Bond on behalf of the Principal, was then _____ of said
Corporation; that I know his/her signature; and his/her signature thereto is genuine; and
that said Bond was duly signed, sealed and attested to on behalf of said Corporation by
authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)



PERFORMANCE BOND

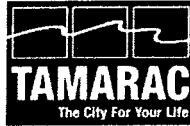
KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, Bejar Construction, Inc., as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Tamarac, Florida, as Obligee, hereinafter called OWNER, in the amount of Two Hundred Seventy Four Thousand, Nine Hundred Ninety Nine Dollars, (\$ ____274,999.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, for Bid No. 16-01 B – Parks and Recreation Center Generator Addition awarded the ____ day of _____, 20____, with OWNER for construction of the Parks and Recreation Center Generator Addition which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated _____, 20____, for the construction of the Parks and Recreation Generator, within 240 calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
 - 4.1 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 4.2 Complete the Contract in accordance with its terms and conditions; or
 - 4.3 Obtain a bid or bids for completing the Contract in accordance with its terms



City of Tamarac

Purchasing & Contracts Division

and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

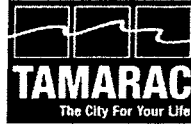
(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above



City of Tamarac

Purchasing & Contracts Division

IN THE PRESENCE OF:

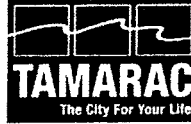
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



City of Tamarac

Purchasing & Contracts Division

ACKNOWLEDGMENT PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)

Form W-9
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)
BENNY BETAR

Business name/disregarded entity name, if different from above
BETAR CONSTRUCTION, INC

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
6326 S.W. 191 AVE

City, state, and ZIP code
PEMBROKE PINES FL 33322

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

6	5	-	0	8	6	0	6	6	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** **Date** 10-19-15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W F ROEMER INSURANCE AGENCY INC 3775 NW 124TH AVE CORAL SPRINGS FL 33065		CONTACT NAME: JONATHAN F REMES PHONE (A/C, No, Ext): 9547315566 FAX (A/C, No): E-MAIL ADDRESS: JREMES@ROEMER-INS.COM	
INSURED BEJAR CONSTRUCTION INC 6326 SW 191ST AVENUE PEMBROKE PINES FL 33332 FEIN: 650860667		INSURER(S) AFFORDING COVERAGE INSURER A: FWCJUA INSURER B: <i>dkay</i> INSURER C: <i>10/21/15</i> INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1510200093

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0307N282	3/27/2015	3/27/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Tamarac 7525 NW 88th Avenue Tamarac fl 33321 Phone Number: 954-597-3569
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

BEJAR-1

OP ID: KT

DATE (MM/DD/YYYY)

10/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W.F. Roemer Insurance Agency 3775 NW 124 Avenue Coral Springs, FL 33065 Jonathan F. Remes	CONTACT NAME: Jonathan F. Remes PHONE (A/C, No, Ext): 954-731-5566 FAX (A/C, No): 954-731-8438 E-MAIL ADDRESS: jremes@roemer-ins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Vinings Insurance Company A-8	
NAIC # 16632	
INSURED Bejar Construction, Inc. 6326 SW 191 Avenue Pembroke Pines, FL 33332	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		GLP019280100	04/11/2015	04/11/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			GLP019280100	04/11/2015	04/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The interest of City of Tamarac and Eckler Engineering, Inc. is included as an Additional insured when required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

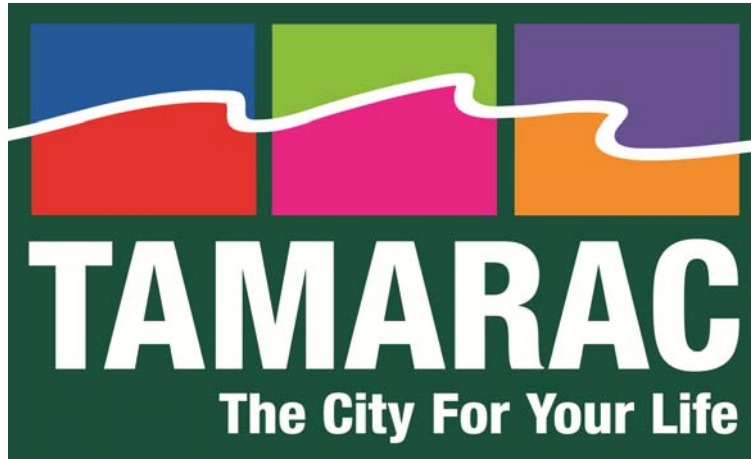
City of Tamarac
 7525 NW 88th Avenue
 Tamarac, FL 33321

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jonathan F. Remes

INVITATION TO BID



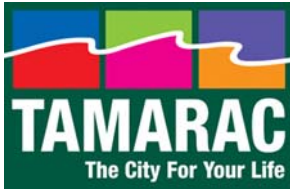
BID NO. 16-01B

**PARKS AND RECREATION CENTER
GENERATOR ADDITION**

ISSUED: SEPTEMBER 6, 2015

BID SET

**City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570
Tamarac, FL 33321**



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID

Bidder Acknowledgement

BID NO.: 16-01 B

BID TITLE: **PARKS AND RECREATION CENTER GENERATOR ADDITION**

BID OPENING DATE/TIME: **OCTOBER 7, 2015 AT 2:00 PM LOCAL TIME**

BUYER NAME: **LYNDA CUMMINGS, SENIOR PROCUREMENT SPECIALIST**

BUYER PHONE: 954-597-3570

BUYER EMAIL: **LYNDA.CUMMINGS@TAMARAC.ORG**

PRE-BID CONFERENCE/SITE INSPECTION: **SEPTEMBER 22, 2015, RM 105 AT 10:00AM**

BONDING: **5% BID BOND – 100% PAYMENT & PERFORMANCE BOND** **BID FEE: \$40.00**

GENERAL CONDITIONS

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the Instructions to Bidders or in the special conditions of the bid. Any and all special conditions that may vary from these general conditions shall prevail over any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary.

SEALED BIDS

This form should be submitted with all Bid Forms in a sealed envelope. The face of the envelope shall contain the above address, the Bid number and the Bid title. Bids not submitted on the attached Bid Form may be deemed non-responsive. All Bids are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

BIDDER COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE: _____

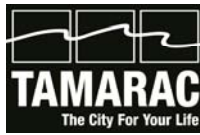
NAME OF AUTHORIZED AGENT: _____

TITLE OF AUTHORIZED AGENT: _____

AUTHORIZED AGENT EMAIL ADDRESS: _____

BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the

Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder. It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature.** All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

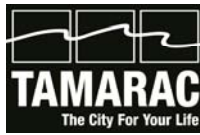
The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to the City. Any bid deposits will be returned to the Bidders at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable Performance and/or Payment bonds.

3. BONDING

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond,



and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

4. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

5. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

6. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

7. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

8. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and

acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

***** **IMPORTANT NOTE*******

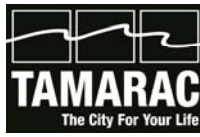
Payments by Electronic Funds Transfer: Effective October 1, 2013, ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

10. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

**12. SAMPLES AND DEMONSTRATIONS**

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

13. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

14. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

15. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

16. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

17. PERFORMANCE & WARRANTY

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

Upon award of any contract resultant from this solicitation, Contractor warrants the work against defects. In the event that defect occurs during this time, within a reasonable time after work has been performed, Contractor shall perform such steps as required to remedy the defects.

18. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

19. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. AGREEMENT SUBJECT TO FUNDING: Any Agreement resulting from this solicitation shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each.

20. ASSIGNMENT

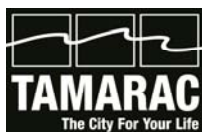
The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

21. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its



subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

23. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

24. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

25. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Line of Business/ Coverage	<u>Limits</u>	
	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000
Including:		
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000	\$1,000,000

Workers' Compensation & Employer's Liability

Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac and Eckler Engineering, Inc., as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

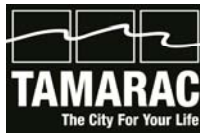
The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

26. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

27. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal



Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

28. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager. The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** **SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response.**

29. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/bids.aspx>. The City does not notify unsuccessful Bidders of contract awards. Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

30. RECORDS/AUDITS

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

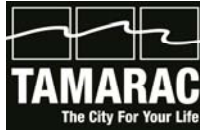
Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

31. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

**32. UNIT PRICES**

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

33. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

34. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

35. OTHER GOVERNMENTAL ENTITIES

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity, capability or quantities available to provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

36. LUMBER:

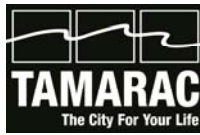
Section 4 Subsection (3) of section 255.20, Florida Statutes, is amended to read:

255.20 Local bids and contracts for public construction works; specification of state-produced lumber.—

(3)(a) All county officials, boards of county commissioners, school boards, city councils, city commissioners, and all other public officers of state boards or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings, and other structures must specify in the contract lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal.

(b) This subsection does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species, or
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.



**INVITATION TO BID
BID NO. 16-01B
PARKS AND RECREATION CENTER GENERATOR ADDITION**

Sealed bids, addressed to the Senior Procurement Specialist of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, Room 108, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **2:00 p.m. local time on October 7, 2015** at which time bids will be publicly opened and announced for the **Parks and Recreation Center Generator Addition.**

Bids are hereby requested from qualified Contractors for the construction of a new emergency power system to serve the City's Parks and Recreation Center Building. Site location is: Parks & Recreation Center, 7501 N. University Drive, Tamarac, FL 33321

All bids received after the date and time stated above will be returned unopened to the Bidder. All Bidders are invited to attend the opening. Submit one (1) original document, marked "Original" on its exterior and two (2) photocopies prior to the bid opening deadline. Late bids will not be accepted. Bids shall be submitted on the official Bid Forms furnished with this bid package; and those submitted otherwise will not be considered responsive. The submittal should be plainly marked **Bid No. 16-01 B - Parks and Recreation Center Generator Addition** on the outside of the envelope.

Bid Security: Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount not less than 5% of the total bid price payable to the City of Tamarac as guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement.

A Pre-Bid Conference will be held on **September 22, 2015 at 10:00 A.M.** located at **7525 NW 88th Ave, Tamarac, FL 33321, Room 105.** All parties interested in bidding on this project should attend this meeting. The work to be performed consists furnishing all labor, materials, tools, and equipment necessary, as indicated in the specifications herein, for the Parks and Recreation Center

The City reserves the right to accept or reject any or all bids, or any part of any bid, to waive any informalities, and to award in the best interest of the City of Tamarac. Bid documents will be available for review at the Purchasing & Contracts Division Office, Room 108, Tamarac City Hall, 7525 NW 88th Ave. (Pine Island Road), Tamarac, FL 33321. A CD containing all bid documents and drawings will be available for purchase for **a non-refundable fee of \$40.00.** This fee is payable by cash or check made out to the City of Tamarac. The City also accepts Visa, MasterCard and Discover credit cards. For non-technical inquiries, contact the Purchasing Office at (954) 597-3570. For technical issues, direct questions in writing, to the Purchasing and Contracts Division at fax number (954) 597-3565, or via email to lynda.cummings@tamarac.org. Be sure to include the Project Name and Bid Number on all correspondence.

Lynda Cummings
Senior Procurement Specialist

Publish Sun Sentinel: Sunday, September 6, 2015

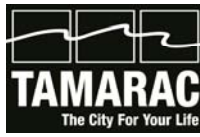
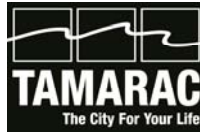


TABLE OF CONTENTS
Bid No. 16-01B
PARKS AND RECREATION CENTER GENERATOR ADDITION

General Terms and Conditions	2
Invitation to Bid	9
Table of Contents	10
Instructions to Bidders	11
Special Conditions	13
Special Provisions	20
Bid Coversheet Checklist.....	40
Bid Form and Schedule of Bid Prices	SCH-1-8
Non-Collusive Affidavit.....	42
Certification Form	44
Bidder's Qualification Statement.....	45
Reference Form.....	46
Vendor Drug-Free Workplace Form.....	47
List of Subcontractors Form	48
Certified Resolution Form	49
Trench Safety Form....	50
Electronic Files Disclaimer.....	51
Bid Bond Form.....	52
Form Payment Bond.....	54
Form Performance Bond	57
Application for Payment Form	61
Change Order Form.....	62
Final Release of Lien by Contractor Form	63
Sample Form of Agreement.....	65
Technical Specifications	Attachment
Drawings.....	Attachment



INSTRUCTIONS TO BIDDERS

BID NO. 16-01B

PARKS AND RECREATION CENTER GENERATOR ADDITION

It is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City.

SCOPE OF WORK

Bids are hereby requested from qualified Contractors for the construction of the New Emergency Power System to serve the City's Parks and Recreation Center Building. The work to be performed consists of furnishing all labor, materials, tools, and equipment necessary, as indicated in the contract drawing and specification and to properly complete the project as intended.

Site location is: Parks & Recreation Center, 7501 N. University Drive, Tamarac, FL 33321

A. LICENSES

To be eligible for award of this project, the Contractor must possess at time of bid opening, one of the following State Certified and/or County Competency licenses or any license that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, as defined by F.S. 489.105 3a plus last consecutive five (5) years of verifiable full-time experience in the emergency power construction industry plus a minimum of having completed two (2) verifiable projects of similar nature or dollar cost.

OR

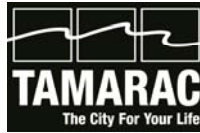
County: A Broward County Competency Engineering Contractor Class A license plus last consecutive five (5) years of verifiable full-time experience in the emergency power construction industry plus a minimum of having completed two (2) verifiable projects of similar nature or dollar cost.

Occupational

License: Must be in effect as required by Florida Statute §205.065.

B. LIQUIDATED DAMAGES

Upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of **five hundred dollars (\$500.00)** for each calendar day after the time specified for completion and readiness for final payment. This amount is not a penalty but liquidated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of



damages that will be sustained by the City as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time. City shall have the right to deduct from and retain out moneys which may be due or which may become due and payable to Contractor. The amount of such liquidated damages and if the amount retained by City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

C. CONTACT INFORMATION

The Purchasing and Contracts Division will receive written requests for clarification concerning the meaning or interpretations of the bid until **ten (10) days** prior to the submittal date; requests may be sent via facsimile to (954) 597-3565. City or Engineer personnel are authorized only to direct the attention of prospective bidders to various portions of the bid so that they may read and interpret such for themselves. No employee(s) of the City or Engineer are authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to what is contained in the written bid.

Contact the Purchasing & Contracts Division Office at (954) 597-3569. Technical inquiries will be forwarded to the City's Engineer, Douglas Hammann, P.E., Eckler Engineering, Inc.

Material requests for information (RFI) to the City's Engineer, shall be made in writing via E-mail to Dhammann@ecklerengineering.com with copy to Lynda.cummings@tamarac.org or by facsimile at (954) 3565. Be sure to reference the project name and Bid Number.

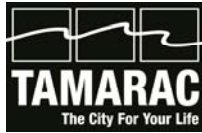
The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may provide written addenda up to **seven (7)** calendar days before the date fixed for receiving the bid proposals. Any oral explanation(s) given before the bid opening will not be binding.

Responses shall be issued by the Purchasing & Contracts Division via written addendum to all planholders which will be posted on the City of Tamarac website at <http://www.tamarac.org/index.aspx?NID=317>.

D. ELECTRONIC PROJECT DOCUMENTS

Electronic files will be issued by the City of Tamarac. The CONTRACTOR must sign and provide the Electronic File(s) Disclaimer with Bid included herein. All electronic project documents will be issued in Adobe .PDF format. When printing electronic drawing files, page scaling shall be set to "None".

CONTRACTOR shall be solely responsible for confirming document sets are complete and documents are printed to correct scales.



SPECIAL CONDITIONS

BID NO. 16-01B

PARKS AND RECREATION CENTER GENERATOR ADDITION

1. **BID GUARANTY**

An acceptable Bid Bond, Cashier's Check, money order, irrevocable letter of credit or Certified Check payable to the City of Tamarac in an amount not less than 5% (five percent) of the bid price, must accompany the bid. Additional bonding may be required in the Special Terms and Conditions of this bid. The Bond must be executed by a surety company authorized to do business in the State of Florida or secured in a manner satisfactory to the City of Tamarac. Upon award of the Contract, Payment and Performance Guaranty in the bid award amount will be required within 15 calendar days of award and shall continue in effect until the contract expiration. Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

2. **ASSIGNMENT OF CONTRACT**

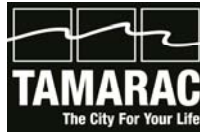
Neither this contract, nor any portion thereof, shall be assigned, except by formal approval of the City Commission. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner that can legally bind the company, stating that they will continue to perform the requirements of the contract under all the terms, conditions, and specifications so stated in the contract.

3. **CONTRACTOR'S RESPONSIBILITY**

Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.

No work shall be performed before 8:00 AM. Exceptions to this schedule can only be made with the prior approval of the City in writing. The Contractor shall provide a qualified superintendent present on the site at all times, as a fully authorized agent of the Contractor, and capable of making on-site decisions. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Any materials or equipment left on site shall be secured by the Contractor, who is fully and totally responsible for security.

Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.



4. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City. In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Services Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.

5. PERMITS AND LICENSES

The Contractor shall be responsible for securing all City permits. However, all City permit fees are waived, except for the City Public Art Fund Fee, which is equal to 1% of construction cost that requires a building permit. Please include the cost of the Art Fund Fee as a part of your bid pricing. The successful Contractor shall submit copies of all permits required for this work. The Contractor shall be responsible to secure the necessary construction permits from other agencies as may be required by those agencies. Cost of any required permits from agencies other than the City, will be reimbursed by City without markup, for properly submitted invoices.

6. SITE INSPECTION – CITY

All work will be conducted under the general direction of the Public Works Department, and Building Department of the City of Tamarac, and is subject to inspection by the appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization from the aforementioned agencies nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

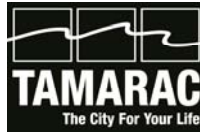
Any work performed past City of Tamarac's normal working hours (M-F, 8:00 AM – 4:00 PM) must be inspected. If any work is done outside of normal working hours, the City inspector is to be compensated by the Contractor at a rate of \$55.00/hour. However, if a City contract/consultant inspector is used, the Contractor will compensate that inspector at the same cost as the City's cost. In addition, the City inspector must be onsite at least one (1) hour prior to closing site for each day. If site closure has taken place after 4:30 PM, the City inspector will be compensated at the above provision.

7. SUBMITTALS

Contractor shall submit all required forms and documents as required by this contract including but not limited to bonds, insurance certificates and any required drawings within 15 days from the Award. Additionally, Contractor shall apply for all applicable licenses or permits within 15 days of the Notice to Proceed.

8. WAIVER OF LIENS

Prior to Final Payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is subject of



the Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release the CITY from all claims of liability to the Contractor in connection with the Agreement.

9. DELIVERY

All items shall be delivered F.O.B. destination to a specific City of Tamarac address. All delivery costs and charges must be included in the bid price. Project substantial completion shall be within **(210)** calendar days from Contractor's receipt of City's Notice to Proceed. Final completion shall be **(30)** calendar days from date of substantial completion.

10. PAYMENT

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of 10% will be deducted from monthly payment up to 50% of project completion followed by 5% thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the specific work order. Invoices must bear the project name, project number, bid number and purchase order number. The City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period. All necessary Release of Liens and Affidavits shall be processed before the warranty period.

11. CONTRACT DOCUMENTS

The contract documents shall consist of the Standard Form of Agreement, Bid Proposal executed and submitted by the Contractor, plans and specifications (where applicable), any addenda or change orders, bond(s), insurance certificate(s), and the City's Resolution awarding the bid.

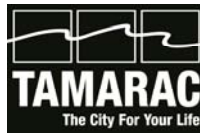
12. CHANGE ORDERS

Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to the change order until a change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

13. CHANGES IN THE WORK/CONTRACT PRICE

13.1 CONTRACT PRICE

The Contract price shall equal the aggregate total of the unit price(s) by the unit amount(s) of work performed (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the Engineer/Project Manager.



13.2 CHANGE ORDER

The Contract Price and/or Time may only be changed by a Change Order. **A fully executed change order for any extra work must exist before such extra work is begun.** Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the Owner/Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

14. CHANGES IN CONTRACT TIME

14.2 CHANGE ORDER

The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

14.3 Notice

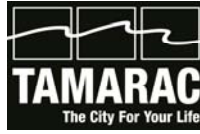
Any claim for an increase or decrease in the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

14.4 Basis for Extension

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

15. CITY'S OPTION

In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a lump sum by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall



furnish proof of such adjustment to the CITY. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

16. BONDS

The Contractor shall furnish separate Performance and Payment Bonds in the amount of 100% of the total bid award amount as security for the faithful project performance and payment of all of the Contractor's obligations under the contract documents, per City Code Section 10-156. At the completion and formal approval and acceptance of all work associated with the project, a one year warranty period will begin. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that **the Bond or Bonds referenced above shall be recorded in the Public records of Broward County**. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

17. PERFORMANCE, PAYMENT AND WARRANTY BONDS

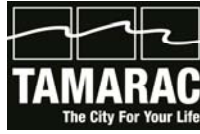
Within fifteen (15) calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of 100% of the bid award. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law.

Payment and Performance Bonds must be submitted on City forms, included herein.

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover the cost of labor as well as materials.

18. LOCATION OF EXISTING UTILITIES

Existing utilities may be shown on the drawings. Such information is shown for design purposes and the existing and detail given is information that is obtained during the design period and is not necessarily complete, correct or current. Prior to commencement of



construction, the Contractor is responsible for locating existing city utilities affected by the construction in the field. Such utilities include but are not limited to water mains, force mains, gravity sewers, pump stations, storm sewers and drain systems. The City will provide to the Contractor available construction drawings for locating existing city utilities. However, the City cannot guarantee the accuracy of drawings or any information related to existing utilities and the City will not assume responsibility or liability for damage resulting from the Contractor incorrectly locating existing utilities.

Damage to any of the City's utilities incorrectly located by the Contractor or his agents shall be the responsibility of the Contractor and shall be repaired and or replaced to equal or better condition at the Contractor's expense.

The Contractor shall also be liable for all damages and claims against or by the City arising in any way from damage or interference with such utilities.

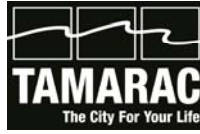
No additional compensation shall be allowed to the Contractor for any delays, inconvenience or damage sustained by him due to interference and/or incorrectly locating such utilities or appurtenances.

Numerous utilities not owned by the City exist within the project area that may or may not have been depicted on the drawings. The Contractor shall exercise care in digging and other work so as to not damage existing utilities including overhead utilities and underground cables and pipes. The Contractor is also responsible for contacting the Sunshine State One Call Center of Florida (Sunshine) at 1-800-432-4770 to determine location of underground utilities. Calls to Sunshine must be made at least 48 hours before digging but not more than five (5) days prior. Contractor is responsible for renewing locates if job extends beyond marking period established by Sunshine. Any utility in the vicinity that is not a member of the Sunshine Service must be notified directly.

Should any underground obstructions be encountered which interfere with the work, the City shall be notified at once. The Contractor shall be responsible for the immediate repair of any damage caused by the work, and shall be responsible for any disruption of service caused by this damage.

19. CONFLICT WITH EXISTING UTILITIES

Upon completion of locating existing utilities affected by the proposed construction by the Contractor, and prior to commencement of construction, the Contractor shall examine the alignment of proposed work to be constructed and identify any conflicts with existing utilities. If such conflicts exist, the Contractor shall undertake accurate surveys to determine elevations of utilities and shall notify the Engineer/Project Manager in writing seven (7) working days prior to the scheduled construction. The Engineer/Project Manager may revise the proposed design or recommend ways and means to avoid such conflicts. The Contractor may re-schedule his work so that the construction can be completed on time. No claim for down times by the Contractor shall be allowed.



SPECIAL PROVISIONS

BID NO. 16-01B

PARKS AND RECREATION CENTER GENERATOR ADDITION

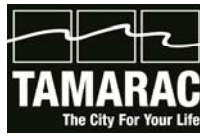
1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the construction of the New Emergency Power System to serve the City's Parks and Recreation Center. The work to be performed consists of furnishing all labor, materials, tools, and equipment necessary, as indicated in the contract drawing and specification and to properly complete the project as intended.

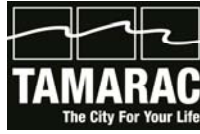
2. BASIC DEFINITIONS

Wherever used in the Agreement or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

- 2.1 Addenda** – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.
- 2.2 Agreement** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.
- 2.3 Application for Payment** – the form acceptable to the Engineer/Project Manager which is used by the Contractor during the course of the work in requesting progress or final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
- 2.4 Change Order** – A document that is signed by the Contractor and the City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
- 2.5 City** – The City of Tamarac, Florida. Also referred to as Owner.
- 2.6 Contract Documents** – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of Bid No. 16-01B, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.
- 2.7 Contract Times** – the number of consecutive calendar days stated in the Contract Documents to achieve substantial completion and/or complete the



- Work so that it is ready for final payment as evidenced by the Engineer/Project Managers written recommendation of final payment.
- 2.8 Defective** – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.
 - 2.9 Drawings** – The drawings that show the character and scope of the Work to be performed and which are referred to in the Contract Documents.
 - 2.10 Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
 - 2.11 Engineer/Project Manager** – The City’s authorized project representative. The words “Engineer” and “Engineer/Project Manager” are used interchangeably.
 - 2.12 Field Order** – A written order issued by the Engineer/Project Manager that requires minor changes in the Work but does not involve a change in Contract Price or Contract Time.
 - 2.13 FDOT** – the State of Florida Department of Transportation
 - 2.14 Milestone** – A principal event specified in the Contract Documents relating to an intermediate complete date or time prior to Substantial Completion of all the Work.
 - 2.15 Notice to Proceed** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor’s obligations under the Contract Documents.
 - 2.16 Project** – the total construction for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such construction.
 - 2.17 Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.
 - 2.18 Subcontractor** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
 - 2.19 Substantial Completion** – “Substantial Completion” means the finishing or accomplishing of substantial performance of the Work as proscribed in the Contract Documents. “Substantial Performance” means that there has been no willful departure from the terms of the Contract Documents and the Work has been honestly and faithfully performed in its material and substantial particulars. The term “Final Completion” means the City’s acceptance of the job.
 - 2.20 Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.



-
- 2.21 Unit Price Work** – Work to be paid for on the basis of unit prices.
 - 2.22 Work** – The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to construction, furnishing labor, testing, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words “Project” and “Work” are used interchangeably.
 - 2.23 Work Change Directive** – A written directive to the Contractor issued on or after the effective date of the Agreement and signed by the City and recommended by the Engineer/Project Manager ordering an addition, deletion or revision in the Work. A Work Change Directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.
 - 2.24 Written Amendment** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

3. ENUMERATION OF CONTRACT DOCUMENTS

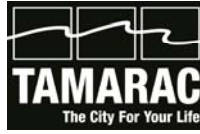
If any portion of the Contract Documents appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

- 3.1. The Technical Specifications
- 3.2. The Contract Drawings
- 3.3. The Special Provisions
- 3.4. Special Conditions
- 3.5. The Instructions to Bidders and General Terms and Conditions
- 3.6. The Sample Agreement

As between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scale measurements, the figures shall govern; as between large-scale drawings and small-scale drawings, the larger scale drawings shall govern.

4. INTENT

It is the intent of the Contract Documents to describe a functionally complete Project in accordance with the Plans and Specifications. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to



the laws or regulations of any governmental authority, whether such reference be specific or by implications, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.

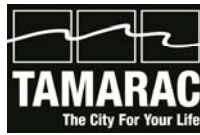
5. SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

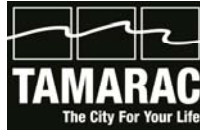
- 5.1** The Engineer/Project Manager's approval of a shop drawing or sample; or
- 5.2** The Engineer/Project Manager's written interpretation or clarification.

6. CONTRACTOR'S ADDITIONAL RESPONSIBILITY

- 6.1** The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.
- 6.2** The Contractor shall provide a qualified, English speaking, superintendent present on the site at all times. The superintendent shall be a fully authorized agent of the Contractor, and have full authority to make on-site decisions and commitments regarding the Contractors Work.
- 6.3** The superintendent shall be satisfactory to the City and shall not be changed except with consent of the Engineer/Project Manager.
- 6.4** The Contractor shall assign to the work site at least one (1) supervisor at all time capable of making field decisions, interpreting plans, etc. The Contractor shall also provide suitable personnel who shall be available after work hour emergencies and capable of making appropriate decisions. The Contractor shall supply competent and physically capable employees having the requisite skill and experience to perform the work in a workmanlike manner. The City may require the Contractor to remove any employee working for or under the Contractor that the City deems careless, incompetent, insubordinate or otherwise objectionable. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors and personnel working under the Contractor.
- 6.5** The Contractor shall be aware that the job may be subject to vehicular and pedestrian traffic at all times of the day and night.
- 6.6** Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.
- 6.7** The Contractor is responsible for familiarizing itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions, verifying all pertinent figures and applicable field measurements, and federal, state, and local laws, ordinances, rules and regulations that in any manner may



- affect cost, progress, or performance of the Work. The Contractor is responsible for making or causing to be made any examinations, investigations, tests and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Document.
- 6.8** Before beginning the Work or undertaking each component part of the Work, The Contractor shall carefully study the Contract Documents, Special Conditions, Technical Specification, all pertinent figures and site conditions. The Contractor shall promptly report in writing to the Engineer/Project Manager and the City any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer/Project Manager before proceeding with any Work affected thereby.
 - 6.9** Unless otherwise provided in the Contract Documents, the Contractor shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
 - 6.10** The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
 - 6.11** The Contractor shall keep the City and the Engineer/Project Manager informed of the progress and quality of the Work.
 - 6.12** If requested in writing by the Contractor, the City, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall decide (subject to other provisions in the Contract Documents governing claims, disputes and other matters in question) matters relating to performance. Such interpretations and decisions shall be in writing.
 - 6.13** The Contractor shall correct all Work, which does not conform to the Contract Documents.
 - 6.14** The Contractor warrants to the City that materials and equipment incorporated in the work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents.
 - 6.15** The Contractor shall pay all applicable sales, consumer, use and similar taxes, and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. The Contractor shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist the City in consultations with appropriate governmental authorities and agencies in obtaining all permits and approvals.
 - 6.16** Without limiting the foregoing, the Contractor shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits, **not previously obtained by the owner or its agent**, from all governmental authorities which have jurisdiction over all aspects of this



Work except City permits and fees which shall be waived except for so much of said fees as the City is required to remit to other governmental agencies.

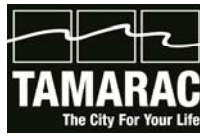
- 6.17** The Contractor shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
- 6.18** The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of contract with the Contractor to perform any portion of the Work, including their agents and employees.
- 6.19** The Engineer/Project Manager shall prepare Change Orders for the City's approval and execution in accordance with the Contract Documents. Any work, which is commenced without a Change Order or Work Directive being approved, shall constitute a waiver of any claim of compensation for such work. All Change Orders must be approved by the City Manager or designee identified as such in writing.
- 6.20** The Contractor shall maintain in good order when present at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications marked currently to record changes made during construction. These shall be delivered to the City upon completion of the construction and prior to final payment.
- 6.21** Contractor must repair any pavement, concrete, brick pavers, etc., disturbed as a result of any work within the scope of this contract to all applicable codes and City standards.

7. FAMILIARITY WITH THE TOTAL SCOPE OF THE PROJECT

- 7.1** The Contractor shall be familiar with the total scope of the project prior to commencement of any work. In case of any questions or conflict, they must be brought to the attention of the Engineer/Project Manager prior to any work. If further assistance is needed, the Contractor may contact the Director of Public Works. The City shall not be responsible for the Contractor's failure to comply with this requirement.
- 7.2** The Contractor shall be responsible for repair and restoration of all utilities or any other items damaged during the Work.
- 7.3** By execution of the Agreement, The Contractor acknowledges that all requirements and conditions necessary to fulfill this Contract have been met. No contract adjustments shall be allowed for concealed site conditions.

8. SHOP DRAWINGS AND SAMPLES

- 8.1** The Contractor shall submit to The Engineer/Project Manager for review and approval eight (8) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawing is to show the suitability, efficiency, technique-of-manufacture, installation requirements, detail of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions,

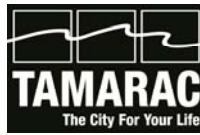


specified performance and design criteria, materials and similar data to enable the Engineer/Project Manager to review the information as required.

- 8.2** The Contractor shall also submit to the Engineer/Project Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents and each sample shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 8.3** Before submission of each Shop Drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 8.4** At the time of each submission, the Contractor shall give the Engineer/Project Manager specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Engineer/Project Manager for review and approval of each such variation. Failure to point out such departures shall not relieve the Contractor from his responsibility to comply with the Contract Documents.
- 8.5** Approval of the Shop Drawings by the Engineer/Project Manager shall be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or Work required by the Contract Documents and not indicated on the drawings. No Work called for by any Shop Drawing shall be done until the Engineer/Project Manager has approved the drawings. The costs incurred for the City Engineer/Project Manager's review of shop drawings, substitutes, "or equal" items, or change orders shall be paid by the Contractor.

9. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 9.1** The Contractor shall furnish, in writing on the form included, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Contractor shall not change a Subcontractor, person or entity previously selected if the City makes reasonable objection to such change.
- 9.2** The Contractor shall be fully responsible to the City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with the Contractor. Nothing in the Contract Documents shall create any Contractual relationship between the City and any such subcontractor, supplier, or other



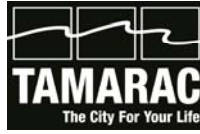
person or organization, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other person or organization except as may otherwise be required by laws and regulations.

10. CITY'S RESPONSIBILITIES

- 10.1** The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall examine documents submitted by the Contractor and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the Work.
- 10.2** The City may appoint an on-site Project representative to observe the Work and to have such other responsibilities as the City and the Contractor agree in writing prior to execution of this Agreement.
- 10.3** The City shall cooperate with the Contractor in securing building and other permits, licenses and inspections.
- 10.4** If the City observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Contract Documents, the City shall give prompt written notice thereof to the Contractor.
- 10.5** The City shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.
- 10.6** The City shall communicate with subcontractors only through the Contractor.
- 10.7** The City shall furnish data required of the City under the Contract Documents promptly.
- 10.8** If the Work is defective, or the Contractor fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

11. ENGINEER/PROJECT MANAGER'S RESPONSIBILITIES

- 11.1** The Engineer/Project Manager or his designee will be the City's representative during the construction period and until final payment is made.
- 11.2** The Engineer/Project Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is



proceeding in accordance with the Contract Documents. The Engineer/Project Manager's efforts will be directed toward providing for the City a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, the Engineer/Project Manager shall keep the City informed of the progress of the Work and shall endeavor to guard the City against defects and deficiencies in the Work.

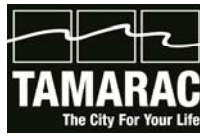
- 11.3** The Engineer/Project Manager will issue technical clarifications and interpretations, with reasonable promptness. Should the Contractor fail to request interpretation of items the Contractor determines to be questionable in the Contract Documents neither the City nor the Engineer/Project Manager would thereafter entertain any excuse for failure to execute the Work in a satisfactory manner based upon such a reason or claim.
- 11.4** The Engineer/Project Manager may authorize minor variations in the Work from the technical requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These shall be accomplished by a Field Order and will be binding on the City, and also on the Contractor who shall perform the Work involved promptly.
- 11.5** The Engineer/Project Manager will have the authority to disapprove or reject Work that the Engineer/Project Manager believes to be defective, and will also have authority to require special inspections or testing of the Work whether or not the Work is fabricated, installed or completed.

12. AVAILABILITY OF AREA TO STORE EQUIPMENT AND MATERIAL

City will make every effort to provide suitable areas within or near the project site. Restoration of all storage areas shall be Contractor's responsibility.

13. CLEANUP AND RESTORATION

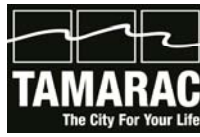
- 13.1** During and after completion of all work, the Contractor shall be responsible for all cleanup including but not limited to sweeping, cleaning and removal of loose material. Leftover or excessive material, debris, etc. must be completely removed from the work area and other affected areas at no expense to the City at the end of work. It shall be the Contractor's responsibility to protect any debris from obstructing or getting into any wastewater, water or storm water conveyance system. If any grassed area is disturbed, it shall be promptly restored at the Contractor's expense.
- 13.2** Cleanup shall be performed on a routine basis in order to facilitate the maintenance of all work areas. Any damage to public or private property resulting from improper or incomplete cleanup shall be the sole responsibility of the Contractor as per Section 14, Damage to Public and/or Private Property.



- 13.3** The Contractor shall be responsible for the proper and legal removal and disposal of all construction debris.
- 13.4** The project site shall be maintained in a neat and clean manner, and upon final cleanup, the project site shall be left clear of all surplus material and debris. Paved areas shall be swept clean.
- 13.5** If the Contractor fails to properly maintain the site or perform required clean-ups and debris removal the City shall place the Contractor on written notice to perform required clean up. Contractor shall perform required clean up within twenty-four (24) hours of receipt of the City's written notice.
- 13.6** In the event that the Contractor does not comply, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

14. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

- 14.1** Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City.
- 14.2** The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain.
- 14.3** In the event of damage, Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at not additional cost to the City.
- 14.4** In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Works Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.
- 14.5** In the event that the Contractor does not immediately repair to the satisfaction of the City damage to public and/or private property, the City may correct such damage. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such damage. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.



15. CONNECTION TO CITY WATER

The Contractor must also comply with all City of Tamarac Utility Department and Building Department requirements, and contact these departments at least 48 hours prior to start of work.

16. BASIS OF PAYMENT, UNIT PRICES AND RIGHT TO CHANGE QUANTITIES

Payment at the contract unit price shall be inclusive of all labor, materials, equipment and incidental items.

17. ACCEPTANCE OF WORK

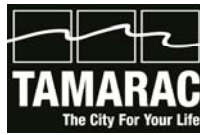
Acceptance shall be based upon satisfactory completion, material test results, performance and appearance of the Work after the materials have established, been placed or found to be in good operating order. Prior to final acceptance, the Contractor shall remove and replace, satisfactory to the City, all defective areas. Any adjusted area that is found to be of an unsatisfactory condition shall be rejected and shall be removed and restored by the Contractor at no expense to the City.

18. TESTS AND INSPECTIONS

- 18.1** The Contractor shall give the City timely notice of readiness of the Work for all required inspections, tests or approvals. The Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the City the required certificates of inspection, testing or approval for all materials, equipment for the Work and any part thereof unless otherwise specified herein.
- 18.2** The City inspectors shall have no authority to permit deviations from or to relax any of the provisions of the Contract Documents, or to delay the Agreement by failure to inspect the materials and Work with reasonable promptness.
- 18.3** The payment of any compensation in any form, or the giving of any gratuity or the granting of any favor by the Contractor to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the Contractor will constitute a breach of this Agreement.

19. CORRECTION OR REMOVAL OF DEFECTIVE WORK

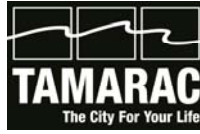
- 19.1** The Contractor shall correct Work rejected by the City or known by the Contractor to be defective or failing to conform to the Construction Documents, whether observed before or after Final Completion and whether or not fabricated, installed or completed, and all work found to be defective in the one-year period from the date of Substantial Completion (the Warranty Period) shall be the responsibility of the Contractor, or within such longer period provided by any applicable special warranty in the Contract Documents.



- 19.2** The City shall provide the Contractor with written notice regarding defective or rejected work. Within seven days after receipt of such written notice from the City the Contractor shall commence with corrective action to remove and replace it with Work that is not defective or rejected.
- 19.3** If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the City, by written order may stop the Work, or any portion thereof, until the cause for such order has been eliminated; however the City's right to stop the Work shall not give rise to a duty on the part of the City to exercise the right for benefit of the Contractor or other persons or entities.
- 19.4** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents within seven days after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may give a second written notice to the Contractor. If within seven days following receipt of the second notice, the Contractor fails to correct such default or neglect with diligence and promptness, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

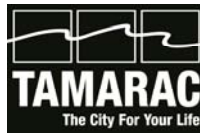
20. PROGRESS PAYMENTS

- 20.1** The Contractor shall deliver to the City itemized Applications for Payment for Payment. The Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the Contractor that the Contractor has disbursed to all Subcontractors and Suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period and that properly executed releases of liens by all Subcontractors, Suppliers and materialmen were provided and included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the Engineer/Project Manager or Contract Documents. Each requisition shall be submitted in triplicate to the Engineer/Project Manager for approval. The City shall make payment to the Contractor within thirty (30) calendar days after approval by the Engineer/Project Manager of the Contractor's requisition for payment.
- 20.2** Within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment, the City shall make payment to the Contractor.
- 20.3** The City shall retain Ten percent (10%) of all monies earned thru 50% of project completion by the Contractor, and 5% thereafter, until the Work is totally



completed as specified, and accepted by the City. The parties hereto agree that 255.052, Florida Statutes, do not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

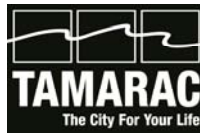
- 20.4** The Application for Payment shall constitute a representation by the Contractor to the City that, to the best of the Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents and the Contractor is entitled to payment in the amount requested.
- 20.5** The Contractor shall pay each Subcontractor, upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in similar manner.
- 20.6** The City shall have no obligation to pay or to be responsible in any way for payment to a Subcontractor of the Contractor except as may otherwise be required by law.
- 20.7** No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 20.8** The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 20.9** The Contractor may apply for the return of the retainage held pursuant to Section 20.3, if the Contractor has satisfied the requirements of the Contract relating to retainage. The City shall pay the Contractor the amount retained for the Work, less the reasonable value of incorrect or incomplete Work, liquidated damages or both. Final payment of such withheld sum shall be made upon correction or completion of such Work and resolution of all issues regarding liquidated damage. The release of retainage shall not become due until all Work is 100% completed as identified on the final punch-list. The requirements of retainage include the following:



- 20.9.1** Repair and/or replacement of faulty or defective Work.
- 20.9.2** As-built drawings are submitted to and accepted by the City.
- 20.9.3** All Code requirements, inspections, testing and certificates of approval are conformed with, submitted and accepted by the City.
- 20.9.4** The City is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the City.
- 20.9.5** Release of Lien is submitted and accepted by the City.
- 20.9.6** The Contractor's completion of Punch List.
- 20.9.7** Warranties are submitted to and accepted by the City.

21. CHANGE QUANTITIES/CHANGE ORDERS

- 21.1** The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 21.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- 21.3** **No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.**
- 21.4** The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- 21.5** The Engineer/Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
- 21.6** If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- 21.7** The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 21.8** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given



to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

21.9 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

21.10 The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

- 21.10.1** By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation where unit prices do not exist in the contract documents;
- 21.10.2** By unit prices stated in the Contract Documents or subsequently agreed upon; or
- 21.10.3** By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

22. REGULATORY CHANGES

The Contractor shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws, or regulations subsequent to the submission of the Contractor's proposal.

23. SUBSTANTIAL COMPLETION

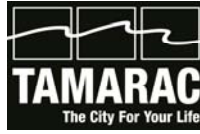
The specified warranty period for a specific Project does not begin until final completion of that project under that project's individual Notice to Proceed.

24. FINAL INSPECTION

Upon written notice from the Contractor that the Work is or an agreed portion thereof is complete, the City and the Engineer/Project Manager will make a final inspection and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall address such deficiencies in accordance with Section 19 "Correction or Removal of Defective Work" of this document.

25. FINAL APPLICATION FOR PAYMENT

25.1 After the Contractor has completed all such corrections to the satisfaction of the City and the Engineer/Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents, and after the Engineer/Project Manager has indicated that the Work is acceptable, the Contractor may make application for final payment.

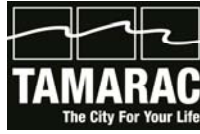


The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work and a final affidavit; or (2) the Contractor's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, Suppliers and Subcontractors who Worked for the Contractor under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished and the reason(s) why the same remains unpaid. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the City to indemnify the City against any such lien.

- 25.2** The Contractor shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional registered land surveyor licensed by the State of Florida. The Contractor shall deliver mylar sepias of the as-built project, signed, sealed and dated by the responsible professional. In addition, "As-Built" plans are to be submitted in a digital format in AutoCAD latest version. The Digital File is to be compatible with the City's GIS system. Final payment to the Contractor shall not be made until said drawings have been reviewed and approved by the Engineer/Project Manager. Prior to approval, if necessary, the drawings may be returned to the Contractor for changes or modifications if in the opinion of the Engineer/Project Manager they do not represent correct or accurate "As-built" drawings.

26. FINAL PAYMENT AND ACCEPTANCE

- 26.1** If, on the basis of the Engineer/Project Manager's observation of the Work during construction and final inspection, and the Engineer/Project Manager's review of the final Application for Payment and accompanying documentation, the Engineer/Project Manager is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer/Project Manager will, within thirty (30) days after receipt of the final Application for Payment, indicate in writing the Engineer/Project Manager's recommendation of payment and present the Application to the City for payment. Thereupon the Engineer/Project Manager will give written notice to the City and the Contractor that the Work is acceptable. Otherwise, the Engineer/Project Manager will return the Application to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. After presentation to the City of the Application and accompanying documentation, in appropriate form and substance, and with the Engineer/Project Manager's recommendation and notice of acceptability, the amount recommended by the Engineer/Project Manager will become due and will be paid by the City to the Contractor within the required time frame under Florida statute regarding such payments.



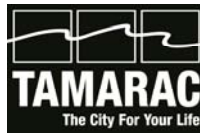
- 26.2** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor when the Work has been completed, the Contract fully performed, and a final certificate for payment has been approved by the Engineer/Project Manager. The making of final payment shall constitute a waiver of claims by the City except those arising from:
- 26.2.1** Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.
 - 26.2.2** Faulty or defective Work and latent defects discovered after acceptance.
 - 26.2.3** Failure of the Work to comply with the requirements of the contract documents.
 - 26.2.4** Terms of special warranties required by the contract documents.
 - 26.2.5** Any of the Contractor's continuing obligations under this Agreement.
- 26.3** The acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified as unsettled at the time of final application for payment.

27. CITY'S RIGHT TO WITHHOLD PAYMENT

- 27.1** The City may withhold in part, final payment or any progress payment to such extent as allowed under Florida statute, necessary to protect itself from loss on account of:
- 27.2** Defective Work not remedied.
- 27.3** Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
- 27.4** Failure of the Contractor to make payments to Subcontractors or Suppliers for materials or labor.
- 27.5** Damage to another Contractor not remedied.
- 27.6** The Contractor has incurred liability for liquidated damages.
- 27.7** Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum.
- 27.8** Reasonable evidences that the Work will not be completed within the Contract time.
- 27.9** Failure to carry out the Work in accordance with the Contract Documents.
- 27.10** When the above grounds are removed or resolved or the Contractor provides a Surety Bond or Consent of Surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

28. WARRANTIES

- 28.1** The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and Suppliers, will comply with the Technical Specifications, drawings and other

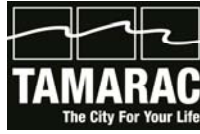


descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

- 28.2** The Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 28.3** The Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

29. CORRECTION PERIOD

- 29.1** The Contractor warrants all material and Workmanship as noted in the Technical Specifications from date of final acceptance by the City. If within the period of warranty from the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, whether observed before or after acceptance by the City, the Contractor shall commence with corrective action within seven (7) days after written notice of the such defect, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with Work that is not defective and satisfactorily correct and remove and replace any damage to other Work or the Work of others resulting therefrom. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the Engineer/Project Manager, attorneys and other professionals) will be paid by the Contractor.
- 29.2** Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period as noted in the Technical Specifications after such correction or removal and replacement has been satisfactorily completed.
- 29.3** Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period as described in Article 29, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's



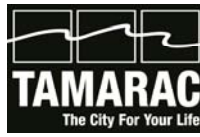
liability with respect to the Contractor's obligation other than specifically to correct the Work.

30. CONSTRUCTION SCHEDULE

- 30.1** The construction schedule shall be in the form of a tabulation, chart or graph (MS Project latest edition) and shall be in sufficient detail to show the critical path and the chronological relationship of all activities contained in the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittals required to the Engineer/Project Manager for approval, procurement of material and scheduling of equipment.
- 30.2** The Construction Schedule shall allow for a maximum turnaround time by the Engineer/Project Manager of fourteen calendar days on all submittals, shop drawings and all requests for information.
- 30.3** The construction schedule shall reflect the completion of all Work to be performed within the specified time and in accordance with the Contract Documents.
- 30.4** The construction schedule shall be thoroughly reviewed and updated on a monthly basis. The revised schedule shall be submitted to the City at least every 30 days during the term of this Agreement and shall reflect a current schedule of activities, percent complete and remaining durations for all tasks.
- 30.5** Float, slack or contingency time derived from the early completion of tasks on the critical path is not for the exclusive use or benefit of the Contractor. The Contractor shall not utilize such time without the prior written consent of the City.
- 30.6** If the Contractor desires to make changes in the method of operation after the construction approval of the construction schedule, or if the Engineer/Project Manager determines that the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer/Project Manager a revised construction schedule for approval.

31. PROTECTION OF PERSONS AND PROPERTY

- 31.1** The Contractor shall be solely responsible for initiating, maintaining and providing supervision for compliance with Occupational Safety and Health Act (OSHA) standards for safety precautions and programs in connection with the Work.
- 31.2** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.



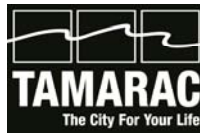
- 31.3** The Contractor shall comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.
- 31.4** The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a Sub-Contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.
- 31.5** All unit prices provided by the Contractor as a part of this Bid shall include the cost of all safety equipment necessary for the performance of the Work.
- 31.6** The Contractor shall comply with the requirements of the Florida Trench Safety Act and all applicable OSHA Regulations pertaining to excavation.
- 31.7** The Contractor shall comply with Florida Statutes, Chapter 556, Underground Facility Damage Prevention and Safety Act and secure the underground locations and obtain a Sunshine State One Call Certification number prior to beginning any excavation.

32. HURRICANE AND SEVERE WEATHER PRECAUTIONS

- 32.1** The Contractor shall immediately take all protective actions necessary to secure the construction site, materials, debris and equipment to the satisfaction of Engineer/Project Manager. Engineer/Project Manager shall not be held liable for the construction site, materials, debris, and equipment.
- 32.2** All construction materials or equipment will be secured against displacement by wind forces.

33. WORK BY THE CITY OR CITY'S CONTRACTORS

- 33.1** The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site.
- 33.2** The Contractor shall afford the City's separate Contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The Contractor shall incorporate and coordinate the Contractor's work with the work of the City's separate contractors as required by the Contract Documents.
- 33.3** Costs caused by defective or ill-timed Work shall be borne by the party responsible.



34. BID PREPARATION EXPENSE

The Bidder preparing a bid in response to this bid shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

35. CONTINGENCY ALLOWANCE

The City reserves the right to add a contingency amount to the contract amount for unforeseen/unknown circumstances during the construction of the project under the Change Order provisions contained herein. The Contractor agrees that any unused portion of the contingency allowance shall remain with City and Contractor agrees they shall have no claim for the unused amount. The Contractor further agrees to execute a Change Order to the contract amount as may be required to deduct the unused amount of the contingency.

36. TRAFFIC CONTROL AND WORKING HOURS

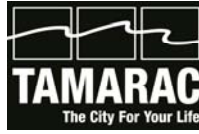
- 36.1** The Contractor shall be responsible for maintaining all traffic controls during the entire period of the project. All traffic controls shall conform to the Manual of Uniform Traffic Control Device (MUTCD) and Florida Department of Transportation Roadway and Traffic Design Standards, latest edition and must be approved by the City in advance. At all times, at least one lane shall be kept open with adequate and legal traffic controls. Work shall be avoided during peak traffic hours. Working hours are set between 8 AM to 4 PM. Any deviation shall be approved in advance by City.
- 36.2** The Contractor shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities.
- 36.3** Road closure will not be permitted without written approval of the Engineer/Project Manager.
- 36.4** All unit prices provided by Contractor as a part of this Bid, shall include all costs relating to the Maintenance of Traffic including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc.

37. CUT OFF DATE FOR QUESTIONS AND CLARIFICATIONS

All Bidders are encouraged to submit their questions in writing to the Purchasing Division, via e-mail to Lynda.cummings@tamarac.org or facsimile at (954) 597-3565 relating to this project. Sufficient time will be provided Contractors during the bid process to visit the jobsite(s), attend the Pre-Bid Conference, and request responses to questions or clarifications with regard to this project via e-mail.

Note: All inquiries shall be submitted at least ten (10) calendar days prior to the Bid Opening date. Late arriving questions or request for clarifications may not be addressed.

Balance of Page intentionally left blank



COMPANY NAME: (Please Print): _____

Phone: _____ **Fax:** _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

1. ☐ Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2. ☐ Properly fill out the **Bid Forms and the Schedule of Bid Prices**.
3. ☐ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4. ☐ Sign the **Certification** page. **Failure to do so may result in your Bid being deemed non-responsive.**
5. ☐ Fill out the **Bidder's Qualification Statement**.
6. ☐ Fill out the **References** page.
7. ☐ Sign the **Vendor Drug Free Workplace Form**.
8. ☐ Fill out the **List of Subcontractors**.
9. ☐ **Include a 5% Bid Guaranty. Failure to provide the stipulated bond or guaranty will result in automatic rejection of your bid.** Payment and Performance Bonds will be required and **must** be submitted on the City's forms, included herein.
10. ☐ Fill out and sign the **Certified Resolution**.
11. ☐ **Include proof of insurance.**
12. ☐ **Include copy of State Certified or County Competency License(s)**
13. ☐ **Trench Safety Form**, if applicable.
14. ☐ Fill out and sign the **Electronic File(s) Disclaimer**.

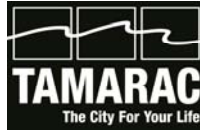
Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



BID FORM
BID NO. 16-01B**PARKS AND RECREATION CENTER GENERATOR ADDITION**

Bids are hereby requested from qualified Contractors for the construction of a New Emergency Power System to serve the City's Parks and Recreation Center. The work to be performed consists of furnishing all labor, materials, tools, and equipment necessary, as indicated in the contract drawing and specification and to properly complete the project as intended.

The project consists of the furnishing and installation of a new emergency power system at the Parks & Recreation Administrative facility inclusive of a 350 kW generator set and automatic transfer switch all as described in the Contract Drawings and Specifications. Generally the work includes demolition, site work, structural, electrical, and other incidentals to properly complete the project per the Contract Drawings and Specifications.

In order to be considered for award of this project, the Contractor must possess at time of bid opening, one of the following State Certified and/or County Competency licenses; or any license that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency and provide proof upon request.

State: Certified General Contractor License, as defined by F.S. 489.105 3a plus last consecutive five (5) years of verifiable full-time experience in the emergency power system construction industry plus a minimum of having completed two (2) verifiable projects of similar nature or dollar cost.

OR

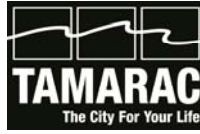
County: A Broward County Competency Engineering Contractor Class A license plus last consecutive five (5) years of verifiable full-time experience in the emergency power system construction industry plus a minimum of having completed two (2) verifiable projects of similar nature or dollar cost.

Occupational license must be in effect as required by Florida Statute §205.065.

We propose to furnish the following items in conformity with the specifications and at the indicated bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

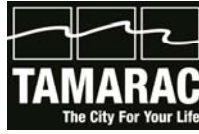
In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City.

For each bid item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of Pay Items are located throughout the Technical



Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner

REMAINDER OF PAGE INTENTIONALLY BLANK

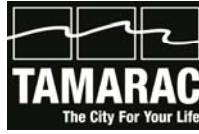
**BID SCHEDULE****BID NO. 16-01B****PARKS AND RECREATION CENTER GENERATOR ADDITION**

The Bidder, hereby declares that he or she has carefully examined and understands the specifications and instructions contained herein, and does hereby agree to furnish all labor, materials, tools, supervision, equipment, and to sustain all expenses incurred in performing the work, including bond and insurance fees, in strict accordance with the details and specifications which are made a part thereof at the following prices offered by Bidder. In the event of latent mathematical errors, Bidder recognizes these are clerical errors and may be corrected by Owner. Modification of this Bid Form-Bid Schedule, other than the information requesting below, shall not be accepted.

NO.	ITEM DESCRIPTION	QUANTITY	UNIT	TOTAL COST
1	*Mobilization/Demobilization	1	LS	\$
2	Furnish all material, labor, and equipment to complete the work specified and depicted on drawings for the Parks & Recreation Center Emergency Generator, complete per the Contract Documents.	1	LS	\$
3	Indemnification	1	LS	\$ 10.00
TOTAL				\$

TOTAL BASE BID: \$ _____

Submitted by: _____ **Date** _____



BID FORM
(continued)

BID NO. 16-01B

PARKS AND RECREATION CENTER GENERATOR ADDITION

ADD ALTERNATE BID ITEM 1A

Generator System Supplier shall provide an additional three (3) years 100% coverage, non-prorated labor and material warranty for the complete generator system provided under Specifications Section 16204 – Generator (Exterior Enclosed). If accepted by City, Add/Alternate 1A will increase the warranty period from two (2) years to five (5) years from the date of Substantial Completion. (Reference Spec Section 01010-3, Article 1.06, A, 1)

ADD ALTERNATE ITEM 1A:
(Separate Alternate Cost)

\$ _____

DEDUCT ALTERNATE 2A

Deductive alternate for an Alternate Generator system manufacturer meeting the requirements of Specifications Section 16204. (Reference Spec Section 01010-3, Article 1.06, A, 2)

DEDUCT ALTERNATE BID ITEM 2A:
Reference Spec Section 16204

\$ _____

Propose ONE Alternate Generator System

(Must be of "equivalent" specification from a Manufacturer, industry recognized, for Quality & Longevity for this project scope application).

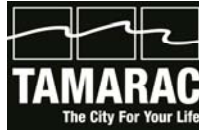
Alternate Generator Manufacturer: _____

ADD ALTERNATE 2B

Alternate Generator System Supplier shall provide an additional three (3) years 100% coverage, non-prorated labor and material warranty for the complete generator system provided under Specifications Section 16204 – Generator (Exterior Enclosed). If accepted by City, Add/Alternate 2B will increase the warranty period from two (2) years to five (5) years from the date of Substantial Completion. (Reference Spec Section 01010-3, Article 1.06, A, 3)

Submitted by: _____

Date _____



BID FORM
(continued)

BID NO. 16-01B

PARKS AND RECREATION CENTER GENERATOR ADDITION

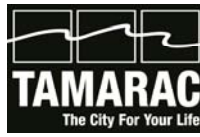
ADD ALTERNATE ITEM 2B:
(Separate Alternate Cost)

\$ _____

NOTE:

*Item No. 1 Mobilization/Demobilization shall be capped at 5% of the Total Bid. Any amount above 5% for Item 1 shall be added apportionately to Bid Item 2, as not to change the total amount of the bid.

DETERMINATION OF AWARD: Except where City exercises the right reserved herein to reject any or all bids, the contract shall be awarded by City to the lowest responsive and responsible Bidder based on the Total Base Bid.



BID FORM
(continued)

BID NO. 16-01B

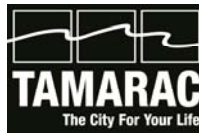
PARKS AND RECREATION CENTER GENERATOR ADDITION

Submitted by: _____ **Date** _____

THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
 - a. Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



BID FORM
 (continued)
BID NO. 16-01B**PARKS AND RECREATION CENTER GENERATOR ADDITION**

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

 Authorized Signature

 Company Name

 Typed/Printed Name

 Address

 Telephone

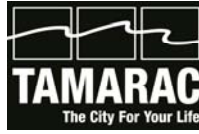
 City, State, ZIP

 Fax

 Federal Tax ID Number

 Email address for above signer (if any)

 Contractor's License Number



BID FORM
(continued)

BID NO. 16-01B

PARKS AND RECREATION CENTER GENERATOR ADDITION

Bidder's Name: _____

TERMS: _____ % (percent discount, if any, if payment made within _____ DAYS; otherwise, terms are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes ☐ No

Delivery/completion: _____ calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

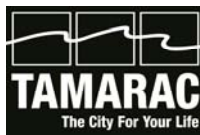
To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.



NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
 County of _____)

_____ being first duly sworn, deposes
 and says that:

He/she is the _____, (Owner, Partner, Officer, Representative
 or Agent) of _____, the Offeror that has submitted the
 attached Proposal;

1. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. Such Proposal is genuine and is not a collusive or sham Proposal;
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

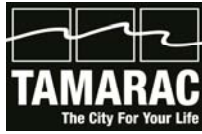
 Witness

By _____

 Witness

 Printed Name

 Title



**ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

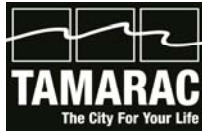
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name

Address

Telephone

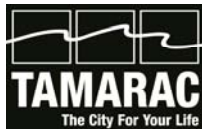
City, State, ZIP

Fax

Federal Tax ID Number

Email address for above signer (if any)

Contractor's License Number



BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company _____

Address _____

City State Zip _____

Telephone _____

Fax Number _____

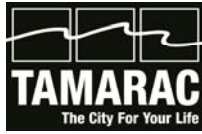
1. How many years has your organization been in business under its present name?
_____ Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____
3. Under what former name(s) has your business operated?

List former address(es) of that business (if any).

4. Are you Certified? Yes ☐ No ☐ If Yes, attach copy of Certification
5. Are you Licensed? Yes ☐ No ☐ If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes ☐ No ☐
If Yes, explain: _____
7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐
of the commodities/services bid upon?
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☐ No ☐ If yes, explain (date, service/project, bid title etc.)

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☐ If yes, explain: _____

10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☐ If yes, explain: _____



REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name

Address

City State Zip

Phone/Fax

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

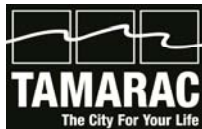
Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name



VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

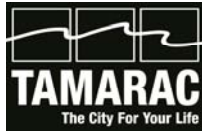
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

5. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
6. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
7. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
8. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
9. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name



CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

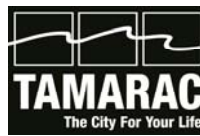
Given under my hand and the Seal of the said corporation this ____ day of _____, 20__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



TRENCH SAFETY FORM

Bidder acknowledges that included in the appropriate bid items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT_COST	EXTENDED COST
A.			\$	\$
B.			\$	\$
C.			\$	\$
D.			\$	\$
TOTAL	\$			

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the bid being declared non-responsive.

DATE: _____
(Signature)

ACKNOWLEDGEMENT

STATE OF: _____

COUNTY OF: _____

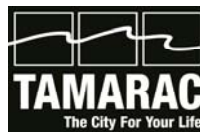
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being duly sworn by me,
(Name of individual Signing)

affixed his/her signature in the space provided above on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____



ELECTRONIC FILE(S) DISCLAIMER

City of Tamarac and Eckler Engineering, Inc. (EEI) will provide electronic files for CONTRACTOR'S convenience and use in the preparation of CONTRACTOR's bid related to Parks & Recreation Center Generator Addition subject to the following terms and conditions:

EEI's electronic files are compatible with Adobe Reader. EEI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of EEI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EEI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against EEI, our officers, directors, employees, agents or sub-consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EEI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. EEI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by EEI and the electronic files, the signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or sub-contractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, EEI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

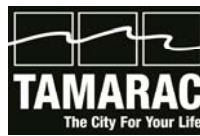
EEI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall EEI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

Bidder's Company Name

Signature of Authorized Agent of Bidder

Name and Title (Printed)

Date



BID BOND

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal, and _____
as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of
the State of Florida in the penal sum of:

_____ Dollars (\$_____) lawful money on the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying Bid, dated _____, 20____,

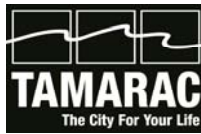
for:

BID NO. 16-01 B - PARKS AND RECREATION CENTER GENERATOR ADDITION

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said CITY may accept such Bid; and said Surety does hereby waive notice of any extension.



ACKNOWLEDGEMENT BID BOND

Signed and sealed this _____ day of _____, 20__

IN PRESENCE OF:

Principal

Business Address

(AFFIX SEAL)

City/State/Zip

ATTEST:

Business Phone

Secretary

Surety*

ATTEST:

By

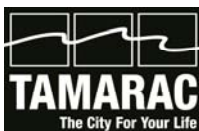
Secretary

Title

Attorney-In-Fact*

By

*Impress Corporate Seal

**FORM PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Tamarac, Florida, as Obligee, hereinafter called OWNER, in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

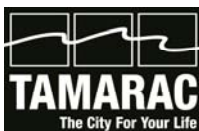
WHEREAS, CONTRACTOR has entered into a Contract for Bid No. 16-01B – Parks and Recreation Center Generator Addition _____ awarded the ____ day of _____, 20____, with OWNER for _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

2. Promptly makes payments to all claimants as defined by Florida Statute 713.01 supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
- 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.



- 2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

WITNESSES

Secretary

Principal

(AFFIX SEAL)

By

Signature and Title

Type Name and Title signed above

WITNESSES

Surety

Secretary

By

(AFFIX SEAL)

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

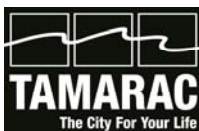
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

**ACKNOWLEDGMENT
FORM PAYMENT BOND**

State of _____

County of _____

On this the _____ day of _____, 20____, before me, the undersigned
Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

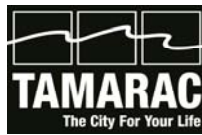
☐ DID take an oath, or ☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named
as Principal in the foregoing Payment Bond; that _____,
who signed the Bond on behalf of the Principal, was then _____ of said
Corporation; that I know his/her signature; and his/her signature thereto is genuine; and
that said Bond was duly signed, sealed and attested to on behalf of said Corporation by
authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)



FORM PERFORMANCE BOND

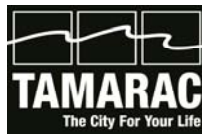
KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, _____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Tamarac, Florida, as Obligee, hereinafter called OWNER, in the amount of _____ Dollars, (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, for Bid No. 16-01 B – Parks and Recreation Center Generator Addition awarded the ___ day of _____, 20___, with OWNER for _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated _____, 20___, for the _____, within ___ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
 - 4.1 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 4.2 Complete the Contract in accordance with its terms and conditions; or



- 4.3 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

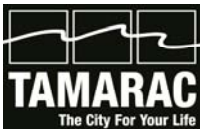
(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above



IN THE PRESENCE OF:

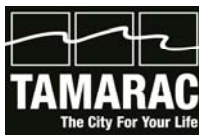
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

**ACKNOWLEDGMENT****FORM PERFORMANCE BOND**

State of _____

County of _____

On this the ____ day of _____, 20 ____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

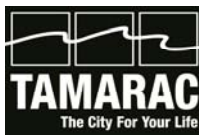
☐ DID take an oath, or ☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)



APPLICATION FOR PAYMENT

Contract Title: _____

Contract/Purchase Order No.: _____ Original Contract Value: _____

Contract Change Order Value: _____ Current Contract Value: _____

Cumulative No. Change Orders: _____

Application for Payment is made, as shown below:

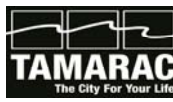
- | | |
|---|----------|
| 1. Original Contract Sum | \$ _____ |
| 2. Net Change by Change Orders | \$ _____ |
| 3. Contract Sum to Date
(line 1 (+) or (-) line 2) | \$ _____ |
| 4. Total Completed and Stored to Date | \$ _____ |
| 5. Retainage | |
| a. ____ % of Completed Work | \$ _____ |
| b. ____ % of Stored Material | \$ _____ |
| c. Total Retainage (line 5a + line 5b) | \$ _____ |
| 6. Total Earned less Retainage
(line 4 – line 5c) | \$ _____ |
| 7. Less Previous Application For Payment
(subtract line 6 from prior A.F.P.) | \$ _____ |
| 8. Current Payment Due | \$ _____ |
| 9. Balance to Finish, plus Retainage
(line 3 – line 6) | \$ _____ |

Submitted by: _____
Contractor

Date: _____

Approved for Payment _____
Project Manager

Date _____



City of Tamarac

CHANGE ORDER

DATE OF ISSUANCE: _____ CHANGE ORDER NO. _____

OWNER:
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, FL 33321-2401

PROJECT NAME: _____

BID NO. _____ PROJECT NO. _____

CONTRACTOR _____ P.O. NUMBER _____

IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS:

DESCRIPTION: _____

PURPOSE OF CHANGE ORDER: _____

CHANGE IN CONTRACT PRICE

Original Contract Price

\$

Previous Change Order No. _____ to No. _____

\$

Contract Price prior to this Change Order

\$

Net (Increase) of this Change Order

\$

Contract Price with all approved Change Orders

\$

CHANGE IN CONTRACT TIME

Original Contract Time

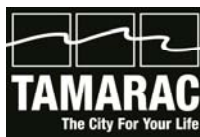
Net change from previous change orders

Contract Time prior to this Change Order

Net (Increase) of this Change Order

Contract Time with all approved Change Orders

RECOMMENDED		APPROVED		APPROVED	
BY _____	BY _____	BY _____	BY _____	BY _____	BY _____
Director	City Manager	Contractor			
Date _____	Date _____	Date _____			



FINAL RELEASE OF LIEN BY CONTRACTOR

STATE OF _____:

COUNTY OF _____:

The undersigned contractor, under a certain contract with the City of Tamarac, dated _____, 20__, in connection with the following public work:

PROJECT: _____ CONTRACT NO. _____

does hereby acknowledge receipt of the full contract price of \$ _____, as modified by change order, addenda, etc., and hereby releases and discharges all liens, lien rights, claims or demands of any kind whatsoever which the undersigned contractor now has or might have against the City of Tamarac arising out of said contract or in connection with the aforesaid public improvement.

That all claims, liens or other entitlements for labor, services, materials or supplies furnished, in connection with the aforesaid improvement have been fully paid. That an affidavit on behalf of the contractor, signed by _____, has been furnished to the City of Tamarac, as well as final releases of lien executed by all materialmen and subcontractor regardless of their tier.

IN WITNESS WHEREOF, the contractor has caused this release to be executed in its name and under its seal by its proper officers, this ____ day of _____, 20__.

Signed, Sealed and Delivered
in the Presence of:

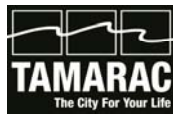
Contractor

Corporate Secretary Signature

President Signature

Type Name

Type Name



ACKNOWLEDGMENT

FINAL RELEASE OF LIEN

State of Florida
County of Broward

On this the ____ day of _____, 20 ____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

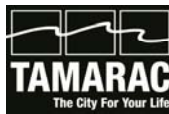
NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by _____ and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the "Contractor") to provide for _____.

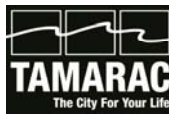
Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The Contract Documents consist of this Agreement, **Bid No. 16-01B, "Parks & Recreation Center Generator Addition**, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-01B - "Parks & Recreation Center Generator Addition", as issued by the City, and the Contractor's Proposal; Bid 16-01B "Parks & Recreation Center Generator Addition" as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
 - 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.
 - 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.



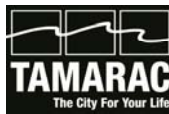
- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within 240 days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.



5) Contract Sum

The Contract Sum for the above work is Dollars and cents
(\$).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

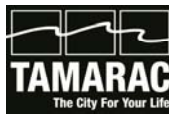
7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

8.2 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

8.3 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the



party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

8.4 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

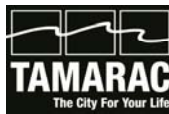
8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

8.7 In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but no limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable;



provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

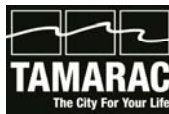
Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

- 12.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.



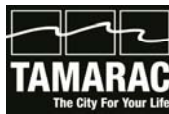
- 12.2** The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.
- 12.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

13) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent



enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

16) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

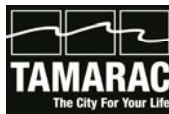
With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

17) Termination

- 17.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.



- 17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Public Records

- 18.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

18.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

18.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

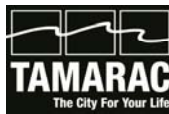
- 18.2** The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17 "Termination" herein.

19) Agreement Subject to Funding

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

20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.



21) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

22) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

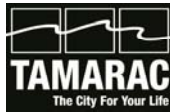
23.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming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

24) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

25) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

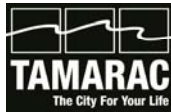
Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

:SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

_____, of _____,

a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.



Title - TR12733 - Awarding Bid No 16-02B for Sports Officiating Services

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Bid No. 16-02B and execute an Agreement with Supersports of Broward County, Inc., for Sports Officiating Services, for a two-year contract commencing with City's Notice to Proceed, for an amount not to exceed \$59,357 per year, totaling an amount not to exceed \$118,714, for a two-year term; providing for conflicts, providing for severability; and providing an effective date.

Commission District(s):

City-wide

ATTACHMENTS:

Description	Upload Date	Type
❑ Temp Reso 12733 - MEMO Bid 16-02B Sports Officiating Final	11/25/2015	Cover Memo
❑ Temp Reso 12733 - RESO Bid 16-02B Sports Officiating Final	11/25/2015	Resolution
❑ TR12733 - Exhibit 1 - Ranking sheet - Bid No. 16-02B for Sports Officiating Services	11/23/2015	Exhibit
❑ TR12733 Exhibit 2 - Sports Officiating Agreement for Bid No. 16-02 B	11/25/2015	Exhibit
❑ TR12733 - Backup 1 - Bid No. 16-02B for Sports Officiating Services	11/23/2015	Backup Material
❑ TR12733 - Backup 2 - Supersports submittal - Bid No. 16-02B for Sports Officiating Services	11/23/2015	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PARKS AND RECREATION**

TO: Michael C. Cernech, City Manager DATE: November 18, 2015

**FROM: Gregory Warner, Director of Parks
and Recreation**

**RE: Temp. Reso. #12733 – Award of
Bid #16-02B – Sports Officiating
Services**

Recommendation:

I recommend authorizing the appropriate City Officials to award Bid #16-02B and execute an Agreement with Supersports of Broward County, Inc., for Sports Officiating Services for an amount not to exceed \$59,357 per year, totaling \$118,714 for a two-year term.

Issue:

Award of Bid #16-02B to Supersports of Broward County, Inc., for Sports Officiating Services

Background:

This past year the Parks and Recreation Department added one additional adult flag football season (73 games), fall and spring youth baseball (90 games) and made the transition from independent contractors for Co-ed Softball (174 games) to utilizing a sports officiating company. Due to the increase in the number of games to (337), it was deemed in the best interest to go out to bid for the sports officiating services.

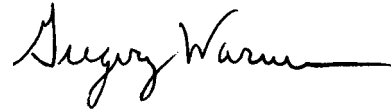
The City of Tamarac advertised Bid #16-02B on September 27, 2015. Two firms responded, including Supersports of Broward County, Inc., and Eagle Eye Officiating, LLC. Supersports of Broward County, Inc., was the lowest and most responsive and responsible bidder at \$59,357 per year, totaling \$118,714 for a two-year term, whereas Eagle Eye Officiating's bid came in at \$60,645 per year, totaling \$121,290 for a two-year term. The Department has been very satisfied with the performance of Supersports of Broward County, Inc. over the past four years.

Temp. Reso. #12733 authorizes the award of Bid #16-02B to Supersports of Broward County, Inc., at a cost not to exceed \$59,357 per year, totaling \$118,714 for a two-year term, and authorizes the appropriate City Officials to execute an Agreement between the City of Tamarac and Supersports of Broward County, Inc., for Sports Officiating Services.

The contract shall be an initial period of two (2) years commencing with the City's Notice to Proceed. The City reserves the right to renew the contract for three (3) additional one (1) year periods, providing all parties agree to the renewal and all of the terms, conditions and specifications remain the same.

Fiscal Impact:

Sufficient funds exist in the account 001-7010-572-3400, "Contractual Services" and 001-7010-572-5713, "Sports Leagues".

A handwritten signature in black ink, appearing to read "Gregory Warner", with a long horizontal flourish extending to the right.

Gregory Warner

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID NO. 16-02B AND EXECUTE AN AGREEMENT WITH SUPERSPORTS OF BROWARD COUNTY, INC., FOR SPORTS OFFICIATING SERVICES, FOR A TWO-YEAR CONTRACT COMMENCING WITH CITY'S NOTICE TO PROCEED, FOR AN AMOUNT NOT TO EXCEED \$59,357 PER YEAR, TOTALING AN AMOUNT NOT TO EXCEED \$118,714, FOR A TWO-YEAR TERM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to provide its residents and visitors a higher level of service by enhancing and improving its outdoor recreation facilities and environment; and

WHEREAS, the City of Tamarac wishes to contract with a firm or association for the organization, implementation, and operation of the booking and staffing for the City's athletic programs including Youth Basketball, Adult Basketball, Youth Soccer, Youth Baseball, Youth Flag Football, Adult Flag Football, Adult Kickball, and Adult Softball; and

WHEREAS, the City published Invitation to Bid No. 16-02B for Sports Officiating Services on September 27, 2015; and

WHEREAS, Bid #16-02B, including all addendums, is incorporated by reference and available in the Office of the City Clerk; and

WHEREAS, the City examined responses from Supersports of Broward County, Inc., and Eagle Eye Officiating, LLC and

WHEREAS, a copy of the ranking sheet is attached hereto as "Exhibit 1"; and

WHEREAS, Supersports of Broward County, Inc., was deemed the most responsive and responsible bidder, a copy of said Bid is incorporated by reference and available in the Office of the City Clerk; and

WHEREAS, the City of Tamarac has drafted a contract with Supersports of Broward County, Inc., for their services at the bid price of \$59,357 per year, totaling an amount not to exceed \$118,714 for a two-year term, attached hereto as "Exhibit 2"; and

WHEREAS, it is the recommendation of the Director of Parks and Recreation and the Purchasing and Contracts Manager that Bid No. 16-02B and the contract for Sports Officiating Services be awarded to Supersports of Broward County, Inc.; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 16-02B and the contract for Sports Officiating Services to Supersports of Broward County, Inc., at a cost not to exceed \$59,357 per year, totaling an amount not to exceed \$118,714 for an initial two (2) year term, with the right to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All exhibits attached hereto are hereby incorporated herein by this reference.

SECTION 2: Supersports of Broward County, Inc., is awarded Bid No. 16-02B for Sports Officiating at a cost not to exceed \$59,357 per year, totaling an amount not to exceed \$118,714 for a two-year term.

SECTION 3: The appropriate City officials are hereby authorized to execute an Agreement between the City of Tamarac and Supersports of Broward County, Inc., in the bid amount of \$59,357 per year, totaling an amount not to exceed \$118,714 for a two-year term, for Sports Officiating Services.

SECTION 4: That funding will be available in the appropriate Parks and Recreation Accounts.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage
and adoption.

HARRY DRESSLER
Mayor

ATTEST:

PATRICIA TEUFEL, CMC
City Clerk

I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
City Attorney



BID TABULATION
Bid No. 16-02
Sports Officiating Services

Temp. Reso. #12733
 Exhibit 1

BID OPENING: 10/28/2015

BIDDER:	Supersports of Broward County, Inc.	Eagle Eye Officiating, LLC
CONTACT:	Robert H. Segal	Christopher Neumann
ADDRESS:	11871 SW 8th Court	9160 NW 25th Street
CITY, STATE:	Davie, FL 33325	Sunrise, FL 33322
TELEPHONE NO:	954-873-5528	954-245-9395
EMAIL:	rsegal9682@aol.com	eagleeyeofficiating@yahoo.com

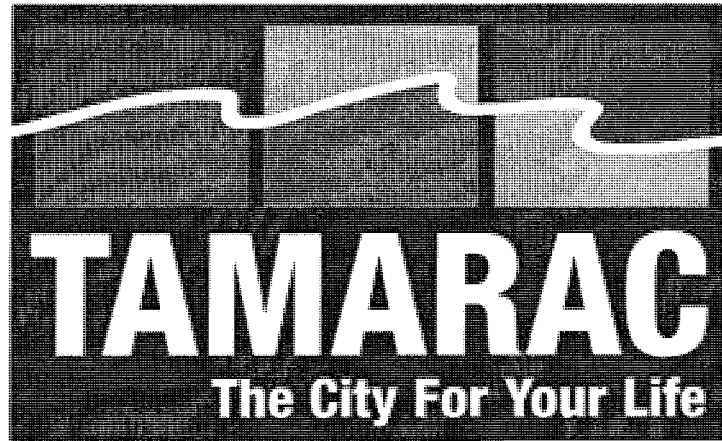
Item No.	Qty	Unit	Description	Price per Official	Total Price	Price per Official	Total Price
			YOUTH BASKETBALL				
1	58	EA	Youth – Freshman (1 Official each game, 29 games, 2 seasons)	\$27.50	\$1,595.00	\$30.00	\$1,740.00
2	58	EA	Youth – Sophomore (1 Official each game, 29 games, 2 seasons)	\$27.50	\$1,595.00	\$30.00	\$1,740.00
3	116	EA	Youth - Junior (2 Officials each game, 29 games, 2 seasons)	\$27.50	\$3,190.00	\$30.00	\$3,480.00
4	116	EA	Youth - Senior (2 Officials each game, 19 games, 2 seasons)	\$27.50	\$3,190.00	\$30.00	\$3,480.00
			ADULT BASKETBALL				
5	338	EA	Two officials each game, 67 games each fall and spring season, 35 games summer season	\$32.00	\$10,816.00	\$35.00	\$11,830.00
6	169	EA	One scorekeeper for each game, 67 games each fall and spring season, 35 games each summer season	\$16.00	\$2,704.00	\$15.00	\$2,535.00
			YOUTH BASEBALL				
7	60	EA	One official for each Coach Pitch (30 games, 2 seasons)	\$45.00	\$2,700.00	\$35.00	\$2,100.00
8	30	EA	Two officials for each Minor and Major division game (30 games each season, one season per year)	\$50.00	\$1,500.00	\$40.00	\$1,200.00
			SOCCER				
9	55	EA	Youth U8 (1 per game, 55 games)	\$35.00	\$1,925.00	\$30.00	\$1,650.00
10	74	EA	Youth U10 (2 per game, 37 games)	\$32.50	\$2,405.00	\$30.00	\$2,220.00

BIDDER:	Supersports of Broward County, Inc.	Eagle Eye Officiating, LLC
CONTACT:	Robert H. Segal	Christopher Neumann
ADDRESS:	11871 SW 8th Court	9160 NW 25th Street
CITY, STATE:	Davie, FL 33325	Sunrise, FL 33322
TELEPHONE NO:	954-873-5528	954-245-9395
EMAIL:	rsegal9682@aol.com	eagleeyeofficiating@yahoo.com

Item No.	Qty	Unit	Description	Price per Official	Total Price	Price per Official	Total Price
11	74	EA	Youth U13 (2 per game, 37 games)	\$32.50	\$2,405.00	\$30.00	\$2,220.00
12	74	EA	Youth U16 (2 per game, 37 games)	\$35.00	\$2,590.00	\$30.00	\$2,220.00
			YOUTH FLAG FOOTBALL				
13	19	EA	One official for each U8 division game (19 games per season, 1 season)	\$30.00	\$570.00	\$30.00	\$570.00
14	28	EA	Two officials for each U11 and U15 division games (14 games each season, one season per year)	\$29.00	\$812.00	\$30.00	\$840.00
			ADULT FLAG FOOTBALL				
15	292	EA	Two officials each game (73 games each season, 2 seasons per year)	\$30.00	\$8,760.00	\$35.00	\$10,220.00
			ADULT KICKBALL				
16	186	EA	One official each game, (31 games each season, three seasons per year)	\$35.00	\$6,510.00	\$35.00	\$6,510.00
			ADULT SOFTBALL				
17	174	EA	One official each game (87 games each season, two seasons per year)	\$35.00	\$6,090.00	\$35.00	\$6,090.00
TOTAL BID:					\$59,357.00	TOTAL BID:	\$60,645.00

Quantities listed are best estimate of games played. Quantity may vary for sport listed, but
 "Per Game Price per Official" will apply for actual games officiated.

AGREEMENT



BID NO. 16-02 B

SPORTS OFFICIATING SERVICES

ISSUED: SEPTEMBER 27, 2015

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570
Tamarac, FL 33321



AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
SUPERSPORTS OF BROWARD COUNTY, INC.

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Supersports of Broward Co., Inc., a Florida Corporation with principal offices located at 11871 S. W. 8th Court, Davie, FL 33325 (the "Contractor") to provide for Sports Officiating Services as per Bid No. 16-02 B.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 16-02 B – Sports Officiating Services, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-02 B - Sports Officiating Services as issued by the City, and the Contractor's Proposal; Bid No. 16-02 B as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

- 2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:
 - 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide the sport officiating services.
 - 2.1.2 Contractor shall including, but not limited to, ensuring all personnel assigned to the contract have cleared the background screening as required by Bid Document No. 16-02 B.
 - 2.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.4 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to

Handwritten signature/initials
(RIS)



any schedule change with the exception of changes caused by inclement weather.

- 2.1.5** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Term

The contract shall be for an initial period of Two (2) years commencing with the City's Notice to Proceed. The City reserves the right to renew the contract for three (3) additional one (1) year periods, providing all parties agree to the renewal and all of the terms, conditions and specifications remain the same.

5) Contract Sum

Pricing shall conform to the pricing schedule submitted by Contractor, included herein as Attachment A.

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the project name, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt.



All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Warranty

Contractor warrants the services provided are in accordance with the specifications of Bid No. 16-2 B. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

8) Indemnification

- 8.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 8.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

 - i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 8.3** The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and



continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

- 8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.



11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Supersports of Broward County, Inc.
Attn: Robert H. Segal, President
11871 SW 8th Court
Davie, FL 33325

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.



14) Public Records

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

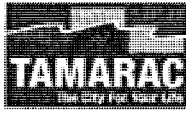
14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 13 "Termination" herein.

15) Uncontrollable Forces

15.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party



describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16) Agreement Subject to Funding

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

17) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.



City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler , Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Date

City Attorney

Date

ATTEST:

Supersports of Broward County, Inc.
Company Name

Signature of Corporate Secretary

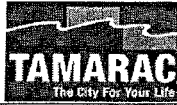

Signature of President/Owner

Type/Print Name of Corporate Secy.

Robert H. Segal
Type/Print Name of President/Owner

(CORPORATE SEAL)

10/30/15
Date



CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
 COUNTY OF BROWARD :SS

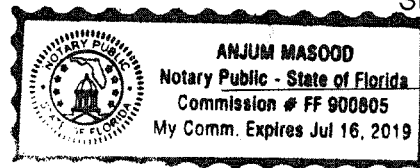
I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Robert Segal, of Supersports of Broward County, Inc, a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of Oct 30, 2015

ROBERT H SEGAL

[Signature]

[Signature]
 Signature of Notary Public
 State of Florida at Large



Print, Type or Stamp
 Name of Notary Public

☐ Personally known to me or

☒ Produced Identification

FL. DLIC #5240768551860
 Type of I.D. Produced

☒ DID take an oath, or

☐ DID NOT take an oath.

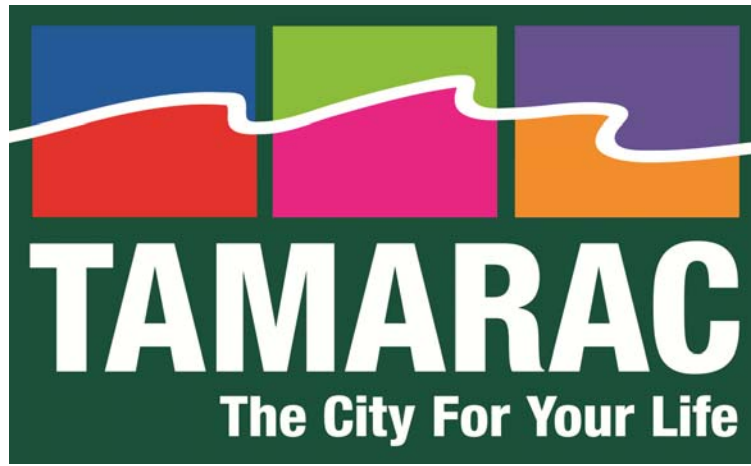


ATTACHMENT A

SCHEDULE OF UNIT PRICING

Item No.	Unit	Description	Price per Official
YOUTH BASKETBALL			
1	Per Game	Youth – Freshman (1 Official each game, 29 games, 2 seasons)	\$27.50
2	Per Game	Youth – Sophomore (1 Official each game, 29 games, 2 seasons)	\$27.50
3	Per Game	Youth - Junior (2 Officials each game, 29 games, 2 seasons)	\$27.50
4	Per Game	Youth - Senior (2 Officials each game, 19 games, 2 seasons)	\$27.50
ADULT BASKETBALL			
5	Per Game	Two officials each game, 67 games each fall and spring season, 35 games summer season	\$32.00
6	Per Game	One scorekeeper for each game, 67 games each fall and spring season, 35 games each summer season	\$16.00
YOUTH BASEBALL			
7	Per Game	One official for each Coach Pitch (30 games, 2 seasons)	\$45.00
8	Per Game	Two officials for each Minor and Major division game (30 games each season, one season per year)	\$50.00
SOCCER			
9	Per Game	Youth U8 (1 per game, 55 games)	\$35.00
10	Per Game	Youth U10 (2 per game, 37 games)	\$32.50
11	Per Game	Youth U13 (2 per game, 37 games)	\$32.50
12	Per Game	Youth U16 (2 per game, 37 games)	\$35.00
YOUTH FLAG FOOTBALL			
13	Per Game	One official for each U8 division game (19 games per season, 1 season)	\$30.00
14	Per Game	Two officials for each U11 and U15 division games (14 games each season, one season per year)	\$29.00
ADULT FLAG FOOTBALL			
15	Per Game	Two officials each game (73 games each season, 2 seasons per year)	\$30.00
ADULT KICKBALL			
16	Per Game	One official each game, (31 games each season, three seasons per year)	\$35.00
ADULT SOFTBALL			
17	Per Game	One official each game (87 games each season, two seasons per year)	\$35.00

INVITATION TO BID



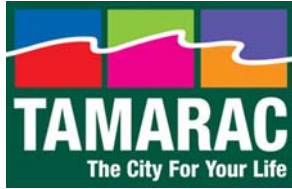
BID NO. 16-02 B

SPORTS OFFICIATING SERVICES

ISSUED: SEPTEMBER 27, 2015

BID SET

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570
Tamarac, FL 33321



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID Bidder Acknowledgement

BID NO.: **16-02 B**
BID TITLE: **SPORTS OFFICIATING SERVICES**
BID OPENING DATE/TIME: **October 28, 2015 at 2:00 P.M. Local time**
BUYER NAME: **Keith K. Glatz, CPPO**
BUYER PHONE: **954-597-3567**
BUYER EMAIL: **keith.glatz @tamarac.org**
PRE-BID CONFERENCE/SITE INSPECTION: **None**
BONDING: **Not required for this bid.**

GENERAL CONDITIONS

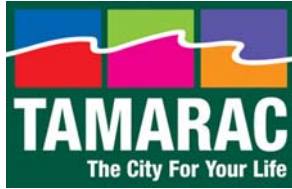
THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS, IN THE SPECIAL CONDITIONS OF THE BID, OR IN THE SPECIFICATIONS/STATEMENT OF WORK. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THESE GENERAL CONDITIONS SHALL PREVAIL OVER THESE GENERAL CONDITIONS AND ANY CONFLICTING PROVISION WITHIN ANY VENDOR'S STANDARD TERMS AND CONDITIONS REGARDLESS OF ANY LANGUAGE IN VENDOR'S DOCUMENTATION TO THE CONTRARY.

SEALED BIDS

THIS FORM SHOULD BE EXECUTED AND SUBMITTED WITH ALL BID FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN THE ABOVE ADDRESS, THE BID NUMBER AND THE BID TITLE. BIDS NOT SUBMITTED ON THE ATTACHED BID FORM MAY BE DEEMED NON-RESPONSIVE. ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THOSE BIDS THAT DO NOT COMPLY WITH THESE CONDITIONS MAY BE DEEMED NON-RESPONSIVE.

BIDDER COMPANY NAME: _____
COMPANY ADDRESS: _____
COMPANY PHONE: _____
NAME OF AUTHORIZED AGENT: _____
TITLE OF AUTHORIZED AGENT: _____
AUTHORIZED AGENT EMAIL ADDRESS: _____
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____
SIGNATURE OF AUTHORIZED AGENT: _____

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for

Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

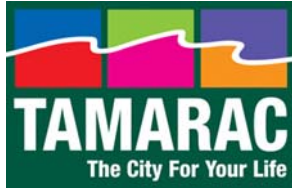
It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies of the bid. The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature.** All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document if it is applicable to this solicitation. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

the City. Any bid deposits will be returned to the Bidders at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable Performance and/or Payment bonds.

3. BONDING

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

4. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

5. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

6. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

7. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

8. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC

PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

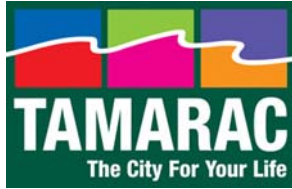
Payments by Electronic Funds Transfer: Vendors may now receive payments by direct deposit via electronic funds transfer instead of by paper check. Vendors are strongly encouraged to register to receive all payments by direct deposit. Access the City of Tamarac web-site at <http://www.tamarac.org/city-departments/financial-services/purchasing/register-for-direct-deposit-payment.aspx> for more information.

10. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

12. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

13. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

14. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

15. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

16. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

17. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure

to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

18. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

19. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

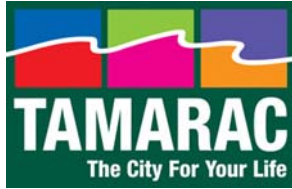
c. FUNDING OUT: This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

21. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

23. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

24. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

25. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000

Including:

Premises/Operations
Contractual Liability
Personal Injury
Explosion, Collapse, Underground Hazard
Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation		Statutory
Employer's Liability		

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

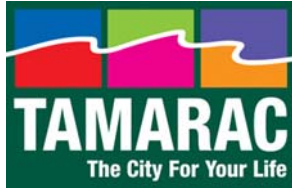
The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

26. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

Limits



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

27. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

28. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** **SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the**

"Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response.****

29. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/bids.aspx>. The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.

30. RECORDS/AUDITS

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

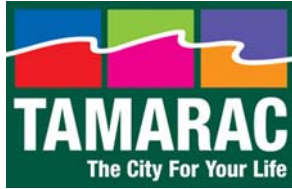
Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

31. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

32. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

33. VENUE

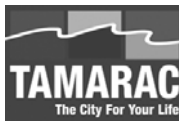
Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

34. STANDARD AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Sample Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Sample Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Sample Agreement document at the time of bid submission.

35. OTHER GOVERNMENTAL ENTITIES

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.



**ADVERTISEMENT
BID NO. 16-02 B**

SPORTS OFFICIATING SERVICES

Sealed bids, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office located at 7525 NW 88th Avenue, Room 108, Tamarac, Florida 33321 until **2:00 pm local time, October 28, 2015** at which time bids will be publicly opened and announced.

Late bids will not be accepted. All bids received after the date and time stated above will be returned unopened to the Bidder. All Bidders are invited to attend the opening. The City reserves the right to accept or reject any or all bids, or any part of any bid, to waive any informalities, and to award in the best interest of the City of Tamarac.

Submit one (1) original document, marked "Original" on its exterior and two (2) photocopies, prior to the bid opening deadline. Bids shall be submitted on the official Bid Forms furnished with this bid package; and those submitted otherwise will not be considered responsive. The submittal should be plainly marked "**Bid No. 16-02 B – Sports Officiating Services**" on the outside of the sealed envelope.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

Keith K. Glatz
Purchasing & Contracts Manager

Publish Sun Sentinel: Sunday, September 27, 2015

**BID NO. 16-02 B****SPORTS OFFICIATING SERVICES
SPECIAL CONDITIONS****1. INSTRUCTIONS TO BIDDERS**

The City of Tamarac, Florida is hereby requesting sealed bids from qualified contractors to furnish all labor, management, materials and equipment to provide Sports Officiating Services. Bids will be received by the City of Tamarac **until 2:00 P.M. prevailing time on October 28, 2015**, at the Purchasing Office, located at 7525 NW 88th Avenue, Room 108, Tamarac, Florida 33321.

The Purchasing Office will receive written request for clarification concerning the meaning or interpretations of the bid, until **ten (10)** days prior to the submittal date; requests may be sent via facsimile to (954) 597-3565. City personnel are authorized only to direct the attention of prospective proposers to various portions of the bid so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid documents.

2. ADDENDUMS

The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may provide written addenda up to **seven (7)** calendar days before the date fixed for receiving the bid proposals. Any oral explanation(s) given before the bid opening will not be binding.

3. CITY CONTRACT COORDINATOR

The City of Tamarac shall appoint a Contract Coordinator who shall act on behalf of the City with respect to monitoring contractor performance under this contract.

The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator.

The Contract Coordinator whose principal duties shall be:

- A. Liaison with Contractor.
- B. Coordinate and approve all work under the contract.
- C. Resolve any disputes.
- D. Assures consistency and quality of Contractor's performance.
- E. Schedule and conduct Contractor performance evaluations and document findings.
- F. Review and approve for payment all invoices for work performed or items delivered.



4. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the services specified. The bidder shall submit the following information with his proposal:

- A. Experience record showing the bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names and addresses of owners.

Failure to submit the above requested information may be cause for rejection of your bid.

5. CONTRACTOR SERVICE REPRESENTATIVE

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the coordination of service.



**BID NO. 16-02 B
SPORTS OFFICIATING SERVICES**

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES

The City of Tamarac is requesting bids from qualified firms to provide officiating services for the Parks and Recreation sports programs. It is the City's intent to contract with a firm or association for the organization, implementation, and operation of the booking and staffing of Officials for all athletic programs as outlined in this solicitation. Officials shall be defined as one who administers the rules of a game or sport and shall be inclusive of the term referee or umpire unless stated otherwise.

Proposals will only be considered from firms that have been continuously engaged in providing services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. The Contractor is to ensure that all personnel utilized for officiating services are knowledgeable in all applicable rules and regulations, as they pertain to the specific sports activity. Such officials must have a complete understanding and knowledge in the methods of common scorekeeping practices for the sports activity in question.

The estimated annual games/matches the City is requesting to be officiated is 1,100. Details regarding the City sports programs are outlined on attached Exhibit "A" and are incorporated herein by this reference.

I. General Provisions

1. Contract Period:

The contract period shall be for two (2) years based upon successful performance by the Contractor. It is the intent of this solicitation to secure sports officiating services for the City of Tamarac for a period of two (2) years with three (3) one (1) year renewal options.

Upon completion of the first full two (2) year period, the City reserves the right to renew the Contract for three (3) additional one (1) year periods based on the successful Bidder agreeing to the same terms and conditions. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

2. Types of Usage: Types of officiating services required under this contract are as follows:

- A. Officiating services will be required for Youth Basketball, Adult Basketball, Youth Soccer, Youth Baseball, Youth Flag Football, Adult Flag Football, Adult Kickball, and Adult Softball.
- B. The selected Contractors will be expected to assign officials to the required number of games scheduled as determined by the City. This shall include all regular, playoff and tournament league games.



- C. The number of games may vary and will ultimately be determined by the number of players registered and the number of teams which make up the program.
- D. The awarded contractor will be required to assign the specified number of certified, insured and successfully background checked officials to each scheduled game.

3. **Performance:**

City is sole judge of non-performance. Failure of Contractor to comply with conditions, terms, specifications, and requirement of bid is just cause for termination of the Contract.

- A. The Contractor shall have a sufficient staff of Officials so that multiple sporting events can occur at the same time.
- B. The City of Tamarac reserves the right, at its sole discretion, to refuse the services of any Official who exhibits unsportsmanlike behavior, or any other reason as determined by the City's Parks and Recreation staff. Officials using inappropriate conduct with players, coaches, staff or spectators as determined by City staff may not be allowed to officiate in City games/sports. Lewd or foul language or other acts determined by City staff as inappropriate shall not be allowed.
- C. Pricing is requested on a "per-official, per-game" basis, and shall be inclusive of time, apparel, transportation and other elements as may be necessary for the performance of services requested herein.

4. **Services:**

- A. Qualified officials shall be assigned to officiate scheduled games during the various sports seasons. The City Parks and Recreation Department shall provide a schedule with officiating requirements, in writing at the beginning of the season.
- B. Officials shall arrive in proper uniform a minimum of five (5) minutes prior to the schedule time for all games. Delays or interrupted start-up time caused by the failure of a timely arrival may result in further action.
- C. Qualified officials shall be assigned for rescheduled games and other games scheduled after the start of the season, provided notice of the game is given at least twenty-four (24) hours prior to the rescheduled game.
- D. Assigned officials who fail to be on the field of play in proper uniform at the designated time and place for the start of the scheduled game, shall not be entitled to any fee.
- E. Officials shall conform to the highest standard of fair play and sportsmanship.

5. **Officials Uniforms:**

Officials will be expected to adhere to the following uniform requirements:

- A. Uniforms shall not include the City of Tamarac logo.
- B. Shorts are acceptable in all sports.
- C. Softball/Kickball: Service Provider supplied polo shirt, Officials hat and heather-gray pants/shorts.
- D. Basketball: Officials striped shirt, black pants/shorts, whistle, and black shoes
- E. Football: Officials striped shirt, black pants/shorts, whistle, and black shoes.



6. Licenses and Certification:

The following are acceptable high school level officiating certifications:

- A. Florida High School Activities Association (FHSA)
- B. Any national accredited officiating associations

7. Officiating Insurance:

Proof of current sports officiating insurance through the National Association of Sports Officials (NASO) or the National Federation of State High School Sports (NFHS) shall be provided to the City.

8. Damages/Loss: The successful bidder shall at all times guard against damages or loss to the property of City of Tamarac or of other vendors or contractors and shall be held responsible, at the City's discretion, to replace, repair, rebuild, or restore any such damage or loss.

9. National Criminal Background Checks:

All contractor personnel assigned to the contract shall be subject to a criminal background check conducted by the contractor. A copy or letter of verification that each official has been cleared shall be provided to the Contract Administrator. The City shall be the sole judge regarding the acceptability of individuals assigned to the contract. Requests for additional background checks may be requested by the Contract Administrator.

II. Security Requirements

1. All officials shall clearly display an identification badge at all times while present in City facilities. The identification badge shall at a minimum include a photograph of employee, the employee's full name, and the name of firm.

2. Contractor shall provide the City a listing of all contractor employees to be assigned to officiate City sports events. This listing shall include the employee's first and last name, date of birth and social security number. This listing shall be maintained and updated by the contractor. In the event of any changes to assigned contractor personnel, the Contractor shall provide the City a revised listing at least 48 hours prior to initiating any changes.

3. All Officials assigned to City sporting events shall be subject to a criminal background check. The result of this background investigation shall be provided to the City's Project Manager. The City shall be sole judge regarding the acceptability of individuals assigned to officiate City sporting events.

4. The City reserves the right to deny entry or to permanently bar access to individual contract employees.

5. Unauthorized personnel shall not be permitted to enter any City facility.

6. Officials shall work with the City Parks and Recreation Department to respond to problems and complaints that occur during the contract period, including but not limited to,



complaints and problems concerning officials, players, coaches and other persons involved with league games.

7. Working Hours: Working hours will vary by sport.

8. Officials will be supervised by City staff at all times. The Officials shall conduct themselves in a courteous manner and make every effort to avoid any disruption to City employees or patrons.

9. The Contractor's employees are not to use City equipment (i.e., coffee makers, computers, copiers, telephones, machinery, etc.) for any reason unless specifically authorized by the City.

III. City Responsibilities:

1. Furnish a full schedule at least one (1) week prior to the start of the season.

2. Furnish in writing, any changes in the scheduled place of game or starting time of game at least twenty-four (24) hours prior to the scheduled game time.

IV. Additional Provisions

1. **Supplies:** Contractor will be responsible for providing all supplies required for the execution of their work. The Contractor must furnish and maintain, in good repair, all equipment.

2. **Meetings:** The Contractor or a designated representative, at the discretion of the City project manager shall be made available for periodic meetings with City personnel.

3. **Holidays:** Contractor's services will not be required on City observed Holidays. City observed holidays include the following:

1. New Years Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. July 4th
6. Labor Day
7. Veteran's Day
8. Thanksgiving day (Thursday)
9. Day after Thanksgiving (Friday)
10. Christmas Eve
11. Christmas Day

V. DEVIATIONS FROM SPECIFICATIONS



Any deviations from the specifications contained herein shall be fully described and checked as instructed. Failure to note or describe any deviations will be considered sufficient cause for rejection of the proposal. Please use additional sheets if necessary.

VI. DETAILED SPECIFICATIONS

Supplier will provide officiating services for all youth and adult sports conducted by the City of Tamarac. These sports include youth and adult basketball, youth soccer, youth baseball, youth and adult flag football, adult kickball and adult softball.

Supplier will be responsible for providing officials to officiate games according to standard rules (noted below) along with City of Tamarac local rules which will be provided prior to the beginning of each season.

The number of officials required and the scheduled number of games are as follows:

Youth Basketball (follow NFHS rules with local exceptions)

- One official for each Freshman division game; 29 games each season per division; two seasons per year
- One official for each Sophomore Division game; 29 games each season per division, two seasons per year
- Two officials for each Junior division game; 29 games each season; two seasons per year
- Two officials for each Senior Division game; 19 games each season, two seasons per year

Adult Basketball (follow NFHS rules with local exceptions)

- Two officials for each game; 67 games each fall and spring season; 35 games each summer season
- One scorekeeper for each game; 67 games each fall and spring season; 35 games each summer season

Youth Soccer (follow FIFA laws with local exceptions)

- One official for each U8 division game; 55 games each season
- Two officials for each U10 division game; 37 games each season



- Two officials for each U13 division game; 37 games each season
- Two officials for each U16 division game; 37 games each season

Youth Baseball (follow USSSA rules with local exceptions)

- One official for each Coach Pitch division game; 30 games each season; two seasons per year
- Two officials for each Minor and Major division game; 30 games each season; one season per year

Youth Flag Football (follow NFL flag rules with local exceptions)

- One official for each U8 division game; 19 games each season; one season per year
- Two officials for each U11 and U15 division game; 14 games each season; one season per year

Adult Flag Football (follow FFFL rules with local exceptions)

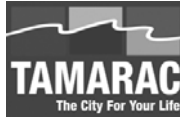
- Two officials for each game; 73 games each season; two seasons per year

Adult Kickball (follow IKF rules with local exceptions)

- One official for each game; 31 games each season; three seasons per year

Adult Softball (follow USSSA rules with local exceptions)

- One official for each game; 87 games each season; two seasons per year



COMPANY NAME: (Please Print): _____

Phone: _____ Fax: _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- ☐ 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- ☐ 2. Properly fill out the **Bid Form**.
- ☐ 3. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☐ 4. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☐ 5. Fill out the **Offeror's Qualification Statement**.
- ☐ 6. Fill out the **References** page.
- ☐ 7. Sign the **Vendor Drug Free Workplace Form**.
- ☐ 8. Fill out the **List of Subcontractors, if any**.
- ☐ 9. **Include proof of insurance.**
- ☐ 10. Fill out and sign the **Certified Resolution**.
- ☐ 11. Fill out the **Foreign Corporations** Statement (For Non-Florida corporations ONLY).
- ☐ 12. **Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.**

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR BID
BEING DEEMED NON-RESPONSIVE.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



BID FORM

**BID NO. 16-02 B
SPORTS OFFICIATING SERVICES**

Submitted by: _____ Date _____

THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
 - a) Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b) Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
 - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

**BID FORM****Bid No. 16-02 B****Sports Officiating Services****Submitted by:** _____ **Date:** _____

Item No.	QTY	Unit	Description	Price per Official	Total Price
			YOUTH BASKETBALL		
1	58	EA	Youth – Freshman (1 Official each game, 29 games, 2 seasons)	\$	\$
2	58	EA	Youth – Sophomore (1 Official each game, 29 games, 2 seasons)	\$	\$
3	116	EA	Youth - Junior (2 Officials each game, 29 games, 2 seasons)	\$	\$
4	116	EA	Youth - Senior (2 Officials each game, 19 games, 2 seasons)	\$	\$
			ADULT BASKETBALL		
5	338	EA	Two officials each game, 67 games each fall and spring season, 35 games summer season	\$	\$
6	169	EA	One scorekeeper for each game, 67 games each fall and spring season, 35 games each summer season	\$	\$
			YOUTH BASEBALL		
7	60	EA	One official for each Coach Pitch (30 games, 2 seasons)	\$	\$
8	30	EA	Two officials for each Minor and Major division game (30 games each season, one season per year)	\$	\$
			SOCCER		
9	55	EA	Youth U8 (1 per game, 55 games)	\$	\$
10	74	EA	Youth U10 (2 per game, 37 games)	\$	\$
11	74	EA	Youth U13 (2 per game, 37 games)	\$	\$
12	74	EA	Youth U16 (2 per game, 37 games)	\$	\$



			YOUTH FLAG FOOTBALL		
13	19	EA	One official for each U8 division game (19 games per season, 1 season)	\$	\$
14	28	EA	Two officials for each U11 and U15 division games (14 games each season, one season per year)	\$	\$
			ADULT FLAG FOOTBALL		
15	292	EA	Two officials each game (73 games each season, 2 seasons per year)	\$	\$
			ADULT KICKBALL		
16	186	EA	One official each game, (31 games each season, three seasons per year)	\$	\$
			ADULT SOFTBALL		
17	174	EA	One official each game (87 games each season, two seasons per year)	\$	\$
TOTAL BID:					\$

Company Name

Authorized Signature

Print Name

Title

Above signer's email address (if any)

Direct Phone Number

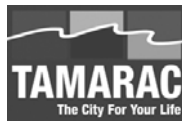
Contractor Service Representative: _____

Telephone Number: _____ E-mail address: _____

**BID FORM**
(continued)**BID NO. 16-02 B**
SPORTS OFFICIATING SERVICES

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the services shall meet or exceed the specifications as stated in the bid package.

Authorized Signature_____
Company Name_____
Typed/Printed Name_____
Address_____
Telephone_____
City, State, ZIP_____
Fax_____
Federal Tax ID Number_____
Email address for above signer (if any)_____
Contractor's License Number

**BID FORM***(continued)***BID NO. 16-02 B
SPORTS OFFICIATING SERVICES**

Bidders Name: _____

TERMS: _____ % (percent discount, if any, if payment made within _____
DAYS; otherwise, terms are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes☐ No

Delivery/completion: _____ calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

To be considered eligible for award, **one (1) original and three (3) copies of this bid form should** be submitted with the Bid. Copies **must** be provided within 3 business days of City's request.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.

NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
 County of _____)

_____ being first duly sworn,
 deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

 Witness

 Witness

By _____

 Printed Name

 Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or ☐ DID NOT take an oath

**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name

Address

Telephone

City, State, ZIP

Fax

Federal Tax ID Number

Email address for above signer (if any)

Contractor's License Number

**BIDDER'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Check One

Submitted By: _____
Name: _____
Address: _____
City, State, Zip _____
Telephone No. _____
Fax No. _____

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Other

1. How many years has your organization been in business under its present name?
_____ Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____
3. Under what former name(s) has your business operated?

List former address(es) of that business (if any).

4. If Bidder is a corporation, answer the following:
 - a) Date of Incorporation: _____
 - b) State of Incorporation: _____
 - c) President's name: _____
 - d) Vice President's name: _____
 - e) Secretary's name: _____
 - f) Treasurer's name: _____
 - g) Name and address of Resident Agent: _____
5. If Bidder is an individual or a partnership, answer the following:
 - a) Date of organization: _____
6. Name, address and ownership units of all partners:



7. State whether general or limited partnership: _____
8. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

9. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
10. How many years has your organization been in business under its present business name? _____
- a) Under what other former names has your organization operated?

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the work:



15. State the name and address of attorney, if any, for the business of the Offeror:

16. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

17. State the names, addresses and the type of business of all firms that are partially or wholly owned by Bidder:

18. Bank References:

Bank	Address	Telephone

The bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the bidder's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

Signature



ACKNOWLEDGEMENT

BIDDER'S QUALIFICATION STATEMENT

State of _____

County of _____

On this the _____ day of _____, 20____, before me,
the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they
acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath



REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name

Address

City State Zip

Phone/Fax

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

**VENDOR DRUG-FREE WORKPLACE**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

Authorized Signature

Company Name

**CHANGE ORDER**

DATE OF ISSUANCE: _____ CHANGE ORDER NO. _____

OWNER: PROJECT NAME: _____
CITY OF TAMARAC _____
7525 NW 88th Avenue _____
Tamarac, FL 33321-2401 _____

BID NO. _____ PROJECT NO. _____

CONTRACTOR _____ P.O. NUMBER _____

IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS:

DESCRIPTION: _____

PURPOSE OF CHANGE ORDER: _____

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price		Original Contact Time	
\$			
Previous Change Order No. to No.		Net Change From Previous Change Orders	
\$			
Contract Price Prior To This Change Order		Contract Time Prior To This Change Order	
\$			
Net (Increase) Of This Change Order		Net (Increase) Of This Change Order	
\$			
Contract Price With All Approved Change Orders		Contract Time With All Approved Change Orders	
\$			

Account No(s) Affected:

Amount Affected

\$ _____
\$ _____
\$ _____

ROUTING: Dept. Director, Contractor, Purchasing Manager, City Manager, Purchasing Manager

RECOMMENDED		APPROVED		APPROVED	
BY	_____	BY	_____	BY	_____
	Director		City Manager		Contractor
Date	_____	Date	_____	Date	_____

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM**

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- ☐ (a) Maintaining, defending, or settling any proceeding.
- ☐ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- ☐ (c) Maintaining bank accounts.
- ☐ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
- ☐ (e) Selling through independent contractors.
- ☐ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- ☐ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- ☐ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- ☐ (i) Transacting business in interstate commerce.
- ☐ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- ☐ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- ☐ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- ☐ (m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) ☐ Partnership, Joint Venture, Estate or Trust
- (II) ☐ Sole Proprietorship or Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME_____
SIGNATURE OF AUTHORIZED AGENT OF BIDDER



**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__
by and between the City of Tamarac, a municipal corporation with principal offices
located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____
_____, a _____ corporation with principal offices located at _____
_____ (the "Contractor") to provide for _____
_____.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the
City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 16-02 B –
Sports Officiating Services, including all conditions therein, (General Terms and
Conditions, Special Conditions and/or Special Provisions), drawings, Technical
Specifications, all addenda, the Contractor's bid/proposal included herein, and all
modifications issued after execution of this Agreement. These contract documents form
the Agreement, and all are as fully a part of the Agreement as if attached to this
Agreement or repeated therein. In the event that there is a conflict between
_____ as issued by the City, and the Contractor's Proposal, _____
as issued by the City shall take precedence over the Contractor's Proposal.
Furthermore, in the event of a conflict between this document and any other contract
documents, this Agreement shall prevail.

2) The Work

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
 - 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to provide the sport officiating services.
 - 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by



inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Term

The contract shall be for an initial period of Two (2) years commencing with the City's Notice to Proceed. The City reserves the right to renew the contract for three (3) additional one (1) year periods, providing all parties agree to the renewal and all of the terms, conditions and specifications remain the same.

5) Contract Sum

Pricing shall conform to the pricing schedule submitted by Contractor, included herein as Attachment A.

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the project name, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Warranty



Contractor warrants the service provided are in accordance with the specifications of Bid No. 16-2 B. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

8) Indemnification

- 8.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 8.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 8.3** The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.



- 8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.



11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.



14) Public Records

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 13 "Termination" herein.

15) Uncontrollable Forces

15.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable



time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16) Agreement Subject to Funding

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

17) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____ duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler , Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

:SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

_____, of _____,

a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or

☐ Produced Identification

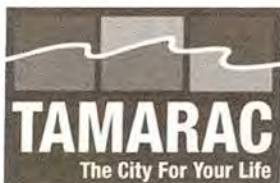
Type of I.D. Produced

☐ DID take an oath, or

☐ DID NOT take an oath.

ATTACHMENT A SCHEDULE OF UNIT PRICING

Item No.	Unit	Description	Price per Official
		YOUTH BASKETBALL	
1	Per Game	Youth – Freshman (1 Official each game, 29 games, 2 seasons)	\$
2	Per Game	Youth – Sophomore (1 Official each game, 29 games, 2 seasons)	\$
3	Per Game	Youth - Junior (2 Officials each game, 29 games, 2 seasons)	\$
4	Per Game	Youth - Senior (2 Officials each game, 19 games, 2 seasons)	\$
		ADULT BASKETBALL	
5	Per Game	Two officials each game, 67 games each fall and spring season, 35 games summer season	\$
6	Per Game	One scorekeeper for each game, 67 games each fall and spring season, 35 games each summer season	\$
		YOUTH BASEBALL	
7	Per Game	One official for each Coach Pitch (30 games, 2 seasons)	\$
8	Per Game	Two officials for each Minor and Major division game (30 games each season, one season per year)	\$
		SOCCER	
9	Per Game	Youth U8 (1 per game, 55 games)	\$
10	Per Game	Youth U10 (2 per game, 37 games)	\$
11	Per Game	Youth U13 (2 per game, 37 games)	\$
12	Per Game	Youth U16 (2 per game, 37 games)	\$
		YOUTH FLAG FOOTBALL	
13	Per Game	One official for each U8 division game (19 games per season, 1 season)	\$
14	Per Game	Two officials for each U11 and U15 division games (14 games each season, one season per year)	\$
		ADULT FLAG FOOTBALL	
15	Per Game	Two officials each game (73 games each season, 2 seasons per year)	\$
		ADULT KICKBALL	
16	Per Game	One official each game, (31 games each season, three seasons per year)	\$
		ADULT SOFTBALL	
17	Per Game	One official each game (87 games each season, two seasons per year)	\$

**SUBMIT BID TO:**

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID**Bidder Acknowledgement**BID NO.: **16-02 B**BID TITLE: **SPORTS OFFICIATING SERVICES**BID OPENING DATE/TIME: **October 28, 2015 at 2:00 P.M. Local time**BUYER NAME: **Keith K. Glatz, CPPO**BUYER PHONE: **954-597-3567**BUYER EMAIL: **keith.glatz@tamarac.org**PRE-BID CONFERENCE/SITE INSPECTION: **None**BONDING: **Not required for this bid.****GENERAL CONDITIONS**

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS, IN THE SPECIAL CONDITIONS OF THE BID, OR IN THE SPECIFICATIONS/STATEMENT OF WORK. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THESE GENERAL CONDITIONS SHALL PREVAIL OVER THESE GENERAL CONDITIONS AND ANY CONFLICTING PROVISION WITHIN ANY VENDOR'S STANDARD TERMS AND CONDITIONS REGARDLESS OF ANY LANGUAGE IN VENDOR'S DOCUMENTATION TO THE CONTRARY.

SEALED BIDS

THIS FORM SHOULD BE EXECUTED AND SUBMITTED WITH ALL BID FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN THE ABOVE ADDRESS, THE BID NUMBER AND THE BID TITLE. BIDS NOT SUBMITTED ON THE ATTACHED BID FORM MAY BE DEEMED NON-RESPONSIVE. ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THOSE BIDS THAT DO NOT COMPLY WITH THESE CONDITIONS MAY BE DEEMED NON-RESPONSIVE.

BIDDER COMPANY NAME: Supersports of Broward County IncCOMPANY ADDRESS: 11871 SW 84th Court Davie, FL 33325COMPANY PHONE: 954-873-5528NAME OF AUTHORIZED AGENT: Robert H SegalTITLE OF AUTHORIZED AGENT: PresidentAUTHORIZED AGENT EMAIL ADDRESS: RSegal9682@AOL.comBIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 65-0236987SIGNATURE OF AUTHORIZED AGENT: [Signature]

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



COMPANY NAME: (Please Print): Supersports of Broward County Inc.
Phone: 954-873-5528 Fax: _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

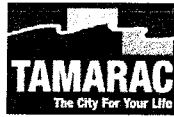
- ☐ 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- ☒ 2. Properly fill out the **Bid Form**.
- ☒ 3. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☒ 4. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☒ 5. Fill out the **Offeror's Qualification Statement**.
- ☒ 6. Fill out the **References** page.
- ☒ 7. Sign the **Vendor Drug Free Workplace Form**.
- ☒ 8. Fill out the **List of Subcontractors**, if any.
- ☒ 9. **Include proof of insurance.**
- ☒ 10. Fill out and sign the **Certified Resolution**.
- ☐ 11. Fill out the **Foreign Corporations Statement** (For Non-Florida corporations ONLY).
- ☒ 12. **Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.**

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR BID
BEING DEEMED NON-RESPONSIVE.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

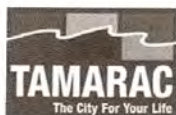
**BID FORM****BID NO. 16-02 B
SPORTS OFFICIATING SERVICES**

Submitted by: Supersports of Broward County Inc. Date 10/26/2013

THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

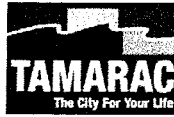
1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
 - a) Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b) Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
 - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

**BID FORM****Bid No. 16-02 B****Sports Officiating Services**


Submitted by: Supersports of Broward Co. Date: 10/26/2015

Item No.	QTY	Unit	Description	Price per Official	Total Price
			YOUTH BASKETBALL		
1	58	EA	Youth – Freshman (1 Official each game, 29 games, 2 seasons)	\$ 27.50	\$ 1,595.00
2	58	EA	Youth – Sophomore (1 Official each game, 29 games, 2 seasons)	\$ 27.50	\$ 1,595.00
3	116	EA	Youth - Junior (2 Officials each game, 29 games, 2 seasons)	\$ 27.50	\$ 6,380.00
4	116	EA	Youth - Senior (2 Officials each game, 19 games, 2 seasons)	\$ 27.50	\$ 6,380.00
			ADULT BASKETBALL		
5	338	EA	Two officials each game, 67 games each fall and spring season, 35 games summer season	\$ 32.00	\$ 10,816.00
6	169	EA	One scorekeeper for each game, 67 games each fall and spring season, 35 games each summer season	\$ 16.00	\$ 2,704.00
			YOUTH BASEBALL		
7	60	EA	One official for each Coach Pitch (30 games, 2 seasons)	\$ 45.00	\$ 2,700.00
8	30	EA	Two officials for each Minor and Major division game (30 games each season, one season per year)	\$ 50.00	\$ 1,500.00
			SOCCER		
9	55	EA	Youth U8 (1 per game, 55 games)	\$ 35.00	\$ 1,925.00
10	74	EA	Youth U10 (2 per game, 37 games)	\$ 32.50	\$ 4,810.00
11	74	EA	Youth U13 (2 per game, 37 games)	\$ 32.50	\$ 4,810.00
12	74	EA	Youth U16 (2 per game, 37 games)	\$ 35.00	\$ 5,180.00

3,140.00
M
10/26/15

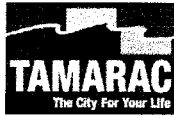


			YOUTH FLAG FOOTBALL		
13	19	EA	One official for each U8 division game (19 games per season, 1 season)	\$ 30.00	\$ 570.00
14	28	EA	Two officials for each U11 and U15 division games (14 games each season, one season per year)	\$ 29.00	\$ 812.00
			ADULT FLAG FOOTBALL		
15	292	EA	Two officials each game (73 games each season, 2 seasons per year)	\$ 30.00	\$ 8,760.00
			ADULT KICKBALL		
16	186	EA	One official each game, (31 games each season, three seasons per year)	\$ 35.00	\$ 6,510.00
			ADULT SOFTBALL		
17	174	EA	One official each game (87 games each season, two seasons per year)	\$ 35.00	\$ 6,090.00
TOTAL BID:					\$

Supersports of Broward Co Inc. 
 Company Name Authorized Signature
 Robert H. Segal
 Print Name Title
 RSegal9682@aol.com
 Above signer's email address (if any) Direct Phone Number 954-873-5528

Contractor Service Representative: _____

Telephone Number: _____ E-mail address: _____

**BID FORM**

(continued)

BID NO. 16-02 B**SPORTS OFFICIATING SERVICES**

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the services shall meet or exceed the specifications as stated in the bid package.

Authorized Signature

Robert H. Segal

Typed/Printed Name

954-873-5528

Telephone

Fax

RSegal9682@aol.com

Email address for above signer (if any)

Supersports of Broward County, Inc.

Company Name

11871 SW 8th Ct

Address

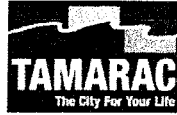
Davie, FL 33325

City, State, ZIP

65-0236887

Federal Tax ID Number

Contractor's License Number

**BID FORM**

(continued)

**BID NO. 16-02 B
SPORTS OFFICIATING SERVICES**

Bidders Name: Supersports of Broward County Inc.

TERMS: _____ % (percent discount, if any, if payment made within _____
DAYS; otherwise, terms are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes ☒ No

Delivery/completion: _____ calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

To be considered eligible for award, **one (1) original and three (3) copies of this bid form should** be submitted with the Bid. Copies **must** be provided within 3 business days of City's request.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.



NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)
 County of BROWARD) ss.

ROBERT HARRIS SEGAL being first duly sworn,
 deposes and says that:

1. He/she is the OWNER, (Owner, Partner, Officer, Representative or Agent) of SPLASHPOOLS OF BROWARD CO., the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Cheryl Nelson

Witness

Witness

By

Marcus Candalaria

Printed Name

Title



MARCUS CANDELARIA
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# FF114754
 Expires 4/21/2018

**ACKNOWLEDGMENT****NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of BROWARD

On this the 26 day of October, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

ROBERT HARRIS SEEN and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



MARCUS CANDELARIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF114754
Expires 4/21/2018

Marcus Candelaria
NOTARY PUBLIC, STATE OF FLORIDA

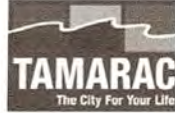
Marcus Candelaria
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☒ Produced identification:

FL0LS240-768-55-186-0

(Type of Identification Produced)

☒ DID take an oath, or ☐ DID NOT take an oath

**CERTIFICATION****THIS DOCUMENT MUST BE SUBMITTED WITH THE BID**

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☒OTHER ☐

If "Other", Explain: _____

R. A. Segal
Authorized Signature

Robert A. Segal
Typed/Printed Name

954-873-5528
Telephone

Fax

R.Segal9682@aol.com
Email address for above signer (if any)

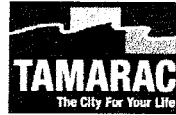
Supersports of Broward County Inc.
Company Name

11871 SW 8th Court
Address

Davie, FL 33325
City, State, ZIP

65-0236987
Federal Tax ID Number

Contractor's License Number



BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Check One

Submitted By: Supersports of Broward County Inc ☒ Corporation
Name: Robert H. Segal ☐ Partnership
Address: 11871 SW 84th Court ☐ Individual
City, State, Zip: Davie, FL 33325 ☐ Other
Telephone No. 954-873-5528
Fax No. _____

1. How many years has your organization been in business under its present name?
28 Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: N/A
3. Under what former name(s) has your business operated?
N/A

List former address(es) of that business (if any).

N/A

4. If Bidder is a corporation, answer the following:
 - a) Date of Incorporation: 3/15/1987
 - b) State of Incorporation: Florida
 - c) President's name: Robert H. Segal
 - d) Vice President's name: _____
 - e) Secretary's name: _____
 - f) Treasurer's name: _____
 - g) Name and address of Resident Agent: Robert H. Segal 11871 SW 84th Ct
Davie, FL 33325
5. If Bidder is an individual or a partnership, answer the following:
 - a) Date of organization: _____
6. Name, address and ownership units of all partners: _____



7. State whether general or limited partnership:
8. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

9. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
10. How many years has your organization been in business under its present business name?
- a) Under what other former names has your organization operated?

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NONE

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone
Dave Dunning		954-632-6844
Israel Hepburn		954-549-4358
Jeff Gordon		954-610-3831

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the work:



15. State the name and address of attorney, if any, for the business of the Offeror:

16. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

17. State the names, addresses and the type of business of all firms that are partially or wholly owned by Bidder:

18. Bank References:

Bank	Address	Telephone
Chase Bank		

The bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the bidder's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

Signature

**ACKNOWLEDGEMENT****BIDDER'S QUALIFICATION STATEMENT**State of FLORIDACounty of BROWARD

On this the 26 day of October, 2015, before me,
the undersigned Notary Public of the State of Florida, personally appeared

ROBERT HARRIS SEGAL and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they
acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



MARCUS CANDELARIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF114754
Expires 4/21/2018

Marcus Candelaria
NOTARY PUBLIC, STATE OF FLORIDA

Marcus Candelaria
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

- ☐ Personally known to me, or
☒ Produced identification:

FLDL 240-768-55-186-0

(Type of Identification Produced)

- ☒ DID take an oath, or
☐ DID NOT take an oath

**REFERENCES**

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name**Address****City State Zip****Phone/Fax****E-mail****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name**

Supersports of Broward County Inc.
11871 SW 8th Court
Davie, FL 33325

954-873-5528

RSegal9682@aol.com

Pembroke Pines YMCA
501 SW 172 Avenue
Pembroke Pines, FL 33629
954-727-9622 X1438

Seminole Tribe of Florida

954-989-9457 X10862
Joe Collins

City of Plantation

954-452-2522
Greg Polins

Holy Cross Lutheran School

305-893-0851
Bererly Thompson

City of Boca Raton

561-367-7039
Stephen Poh





VENDOR DRUG-FREE WORKPLACE


Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

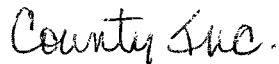
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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



Authorized Signature



Company Name 

08/17/2015

American Specialty Insurance & Risk Services, Inc.
7609 W. Jefferson Boulevard, Suite 100
Fort Wayne, Indiana 46804

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

National Association of Sports Officials (NASO)
2017 Lathrop Avenue
Racine, WI 53405

INS. A: Greenwich Insurance Company

INS. B:

INS. C:

SUPERSPORTS OF BROWARD COUNTY, INC,
11871 SW 8TH CT.
DAVIE, FL 33325

CERT NUMBER: 1001250460

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

[illegible]

- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form GXA L428-Additional Insured-Certificateholder, effective August 14, 2015.

CITY OF TAMARAC
8601 WEST COMMERCIAL BLVD
TAMARAC, FL 33351

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES
BE CANCELLED BEFORE THE EXPIRATION DATE
THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Drew Smith

AT1
SEGAL, ROBERT
11871 SW 8TH CT
DAVIE FL 33325-3889

A-2373 A

AUTO RENEWAL

PREMIUM PAID: \$690.41

DO NOT PAY.

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: 1272239619

Your State Farm Agent

EDWARD A THRALL INS AGCY INC

Office: 954-474-2115

Address: 4400 W SAMPLE RD STE 130
COCONUT CREEK, FL 33073-3457

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Policy Number: D97 0480-C22-59H

Policy Period: September 22, 2015 to March 22, 2016

Vehicle:

2014 HONDA ACCORD

Principal Driver:

ROBERT SEGAL

IMPORTANT NOTICE- Under No-Fault Coverage, the only medical expenses we will pay are reasonable medical expenses that are payable under the Florida Motor Vehicle No-Fault Law. The most we will pay for such reasonable medical expenses is 80% of the "schedule of maximum charges" found in the Florida Motor Vehicle No-Fault Law and in the Limits section of the Florida Car Policy's No-Fault Coverage.

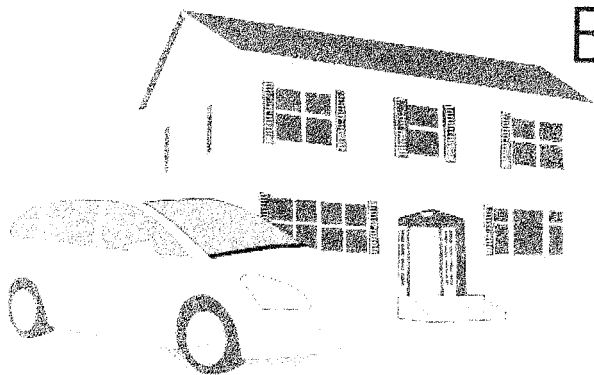
Your policy has the Guaranteed Renewal Endorsement.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: D97 0480-C22-59H
Prepared July 31, 2015
Form 1004933

Page number 1 of 5

144211 200 09-16-2012



Because **"never"**
happens all the time.

There was a time you said you'd "never" get married and "never" have kids. And then? They became the things in life you never want to be without. Let your State Farm[®] agent help you protect them. It's why State Farm is there.

Call your State Farm agent today.

100

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? <i>National average: 12,000 miles driven annually per vehicle</i>
2014 HONDA ACCORD	1HGCR2F88EA032144	ROBERT SEGAL, a married male, who will be age 60 as of September 22, 2015.	Business. Driven over 12,000 miles annually.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2013 HONDA ACCORD

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age as of September 22, 2015	Gender	Marital Status
ROBERT SEGAL	60	Male	Married

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

ANA PERERA

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it. Each driver is designated as an **Assigned Driver** on the household automobile that he or she most frequently drives.

Your premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability	
	Bodily Injury 100,000/300,000	
	Property Damage 50,000	\$268.48
P10	No Fault	\$83.51
C	Medical Payments	
	Emergency Medical 10,000	
	Not Emergency Medical 1,250	\$19.64
D	500 Deductible Comprehensive	\$42.32
G	500 Deductible Collision	\$113.72
H	Emergency Road Service	\$1.60
R1	Car Rental & Travel Expense	
	80% Per Day, \$500 Max	\$9.60
U3	Uninsured Motor Vehicle	
	Bodily Injury 100,000/300,000	\$119.54
	Additional Use of Non-Owned Car Coverage	
	BIPD Liability	\$5.00
	Medical Payments	\$2.00
	Physical Damage	\$25.00
Total Premium		\$690.41

Broad form non-owned car liability coverage is included.

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

IMPORTANT INFORMATION ABOUT UNINSURED MOTOR VEHICLE COVERAGE

Now is a good time to consider either adding Uninsured Motor Vehicle Coverage, or increasing your limits for this coverage. This coverage protects you, your resident family members and your passengers in the event of bodily injury sustained in an accident for which an unidentified, uninsured, or underinsured driver is legally liable.

You have the right to choose one of these options:

a. select stacking coverage (U) with any available limits up to your bodily injury liability coverage limits, which means that if more than one Uninsured Motor Vehicle Coverage applies, the limits for the applicable coverages may be added together (Stacking is not available for policies with a named insured that is not a natural person);

b. select, at a reduced premium, non-stacking coverage (U3) with any available limits up to your bodily injury liability coverage limits, which means the Uninsured Motor Vehicle

Coverage limits are not added together in most circumstances. The non-stacking coverage on this policy is not available to persons injured while occupying a motor vehicle owned by you or a resident family member which is not insured for uninsured motorist coverage by this policy; or

c. reject this coverage entirely.

Please contact your State Farm agent if you wish to change coverage.

IMPORTANT INFORMATION ABOUT PREMIUM SAVINGS FOR NO-FAULT COVERAGE

(Coverage P - Personal Injury Protection Insurance)

For personal injury protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone, or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

Please contact your agent for information about No-Fault premium savings.

Thursday, October 21, 2015

To whom it may concern,

This letter serves to explain how the laws of Florida, the FHSAA (Florida High School Activities Association), the local school board offices, and liability insurance are utilized during the process of awarding contracts to officiating services. Although some minor modifications may take place depending on the concerns of the vendor, the information contained in this letter is what generally occurs when contracting officiating services.

The two laws that mostly involve officials have to do with workmen's compensation, as well as the laws regarding sexual predators. The workmen's compensation law that specifically pertains to sports officials is covered in Chapter 440, item 11, which indicates that all sports officials who are not directly employed with the school boards are considered independent contractors and therefore are not employees. Therefore, no workmen's compensation insurance certification is required.

The second law pertains to the background checks on sports officials in compliance with the sexual predator laws (Jessica Lunsford act of 2006). The FHSAA in combination with the local school boards have been working together to mandate background checks on officials every 5 years. Any prospective individual who desires to work as a sports official must submit to a thorough background check. Any felony found on the record of an individual is investigated and a decision is reached on their status. This procedure is one of the main reasons why my company only hires high school officials, as their approved status indicates that they are in compliance with the laws in regards to the protection of children. Also, it should be noted that any infraction that is discovered between those 5 years is brought to my attention, as to ensure up to date information on each and every sports official.

Finally, most vendors require being an additional insured on the liability insurance. This procedure is easily done and is generally the final piece to the awarding of services to an officials association. Of course, there can be other things such as having a business tax license, the company status being up to date, and other things of that nature.

I hope this letter has cleared up any confusion or concerns.

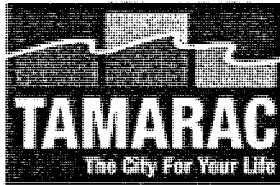
Sincerely,

Robert H Segal

Robert H Segal

ATTACHMENT A SCHEDULE OF UNIT PRICING

Item No.	Unit	Description	Price per Official
YOUTH BASKETBALL			
1	Per Game	Youth – Freshman (1 Official each game, 29 games, 2 seasons)	\$ 27.50
2	Per Game	Youth – Sophomore (1 Official each game, 29 games, 2 seasons)	\$ 27.50
3	Per Game	Youth - Junior (2 Officials each game, 29 games, 2 seasons)	\$ 27.50
4	Per Game	Youth - Senior (2 Officials each game, 19 games, 2 seasons)	\$ 27.50
ADULT BASKETBALL			
5	Per Game	Two officials each game, 67 games each fall and spring season, 35 games summer season	\$ 32.00
6	Per Game	One scorekeeper for each game, 67 games each fall and spring season, 35 games each summer season	\$ 16.00
YOUTH BASEBALL			
7	Per Game	One official for each Coach Pitch (30 games, 2 seasons)	\$ 45.00
8	Per Game	Two officials for each Minor and Major division game (30 games each season, one season per year)	\$ 50.00
SOCCER			
9	Per Game	Youth U8 (1 per game, 55 games)	\$ 35.00
10	Per Game	Youth U10 (2 per game, 37 games)	\$ 32.50
11	Per Game	Youth U13 (2 per game, 37 games)	\$ 32.50
12	Per Game	Youth U16 (2 per game, 37 games)	\$ 32.50
YOUTH FLAG FOOTBALL			
13	Per Game	One official for each U8 division game (19 games per season, 1 season)	\$ 30.00
14	Per Game	Two officials for each U11 and U15 division games (14 games each season, one season per year)	\$ 29.00
ADULT FLAG FOOTBALL			
15	Per Game	Two officials each game (73 games each season, 2 seasons per year)	\$ 30.00
ADULT KICKBALL			
16	Per Game	One official each game, (31 games each season, three seasons per year)	\$ 35.00
ADULT SOFTBALL			
17	Per Game	One official each game (87 games each season, two seasons per year)	\$ 35.00



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice – leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for

Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies of the bid. The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature.** All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document if it is applicable to this solicitation. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to



Title - TR12710 - Applebee's Extended Hours Permit

A Resolution of the City Commission of the City of Tamarac, Florida, granting approval of a Special Extended Hours Permit, requested by Jerry Marcopoulos, representative of Applebee's Neighborhood Grill and Bar in the Washington Mutual Plaza, located at 6005 North University Drive, to extend the hours of the on-premises sale and consumption of alcoholic beverages on Sundays, beginning at 11:00 am in accordance with Section 3-5 of the City of Tamarac Code of Ordinances.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
▣ Memo	11/30/2015	Cover Memo
▣ TR12710 Resolution	12/2/2015	Resolution
▣ Application Packet	11/30/2015	Backup Material
▣ Letter of Request-Articles of Incorporation	11/30/2015	Backup Material
▣ Alcohol Beverage License	11/30/2015	Backup Material
▣ Certificate of Liability Insurance	11/30/2015	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 15-11-003M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: November 24, 2015

FROM: Maxine Calloway,
Director of Community Development

RE: Applebee's Neighborhood Grill & Bar -
Special Extended Hours Permit

CASE#: -MI-15 **TEMP RESO. NO.** 12710

MF#: 03-00

RECOMMENDATION: The Director of Community Development recommends that the Mayor and the City Commission approve a Special Extended Hours Permit to allow Applebee's Neighborhood Grill & Bar to extend the hours of on-premise sale and consumption of alcoholic beverages on Sundays, beginning at 11:00 a.m.

ISSUE. The applicant is requesting to extend the hours of on-premise sale and consumption of alcoholic beverages on Sundays, beginning at 11:00 a.m. at the Applebee's location on University Drive, in Tamarac.

BACKGROUND: : The Business Revenue Division received a request from Jerry Marcopoulos (the "Applicant"), representative of Applebee's Neighborhood Grill & Bar, located at 6005 North University Drive (Washington Mutual Plaza), for a Special Extended Hours Permit, pursuant to Section 3-5 of the Code of Ordinances.

In accordance with Section 3-5 of the Code of Ordinances, a Special Extended Hours Permit may be granted to a vendor of alcoholic beverages to allow the vendor to sell and serve alcoholic beverages for consumption on-premise for extended hours. Granting approval of a Special Extended Hours Permit must be consistent with the requirements of Section 3-5 of the Code, and must not have an adverse impact on the surrounding area. A Special Extended Hours Permit is only valid for a period of three (3) years, and must be considered for renewal by the City Commission thereafter.

The Applicant is seeking a waiver from Section 3-2 of the Code of Ordinances, which prohibits the sale of alcoholic beverages for the consumption on- and off-premises on Sundays from 2:01 a.m. to 12:00 p.m. noon, to extend the hours for the on-premise sale and consumption of alcoholic beverages, by one hour on Sundays, beginning at 11:00 a.m.

ANALYSIS: The Applebee's Neighborhood Grill & Bar has been granted a number of Special Extended Hours Permits in the past to extend the on-premise sale and consumption of alcoholic beverages on Sundays to 11:00 a.m., one hour sooner than the permitted 12:00 p.m. noon start time for Sunday sale. The most recent Special Extended Hours Permit granted to this Applebee's location was approved by Resolution No. R-2013-04 on January 9, 2013. This permit is set to expire on January 9, 2016. In accordance with Section 3-5 of the Code, the Applicant is required to obtain a renewal from the City Commission and has therefore applied to have the Special Extended Hours Permit considered by the Commission and renewed prior to the January 9, 2016 expiration.

Upon review of this application, and based upon the past history of extended hours permits granted for this location, staff finds that granting approval of this application would not have an adverse impact to the surrounding area based on the following criteria:

- Increased parking demands;
- Increased law enforcement demands;
- Increased environmental and aesthetic impact, including generation of noise, light and odors;
- The ability of the establishment's owners or management to minimize the above listed effects.

Staff therefore recommends that the Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages at the Applebee's Neighborhood Grill & Bar be considered for approval with the following conditions, as agreed to by the Applicant, in accordance with Section 3-5 of the Code:

1. The hours of sale and consumption may be extended on Sundays to begin at 11:00 a.m.
2. The Special Extended Hours Permit is valid for a three (3) year period and must be considered for renewal by the City Commission thereafter.
3. The Special Extended Hours Permit is not transferable to any other party without approval from the City Commission.

The Special Extended Hours Permit is a privilege and is subject to approval by the City Commission. An application fee in the amount of \$500.00 has been submitted in association with this request.

CONCLUSION: Staff recommends that the City Commission approve the Special Extended Hours Permit for the Applebee's Neighborhood Grill & Bar, located at 6005 North University Drive to extend the on-premise sale and consumption of alcoholic beverages on Sundays, beginning at 11:00 a.m.

This application supports Goal #2, "Healthy Financial Environment" and Goal #5, "A Vibrant Community" of the City's Strategic Plan if approved. By approving this application, the City would provide continued support for this local business, and allow the area economy to thrive in the development of a vibrant community.

FISCAL IMPACT: The application is being funded by a \$500.00 application/processing fee.



Maxine Calloway,
Director of Community Development

Attachments:

- Temporary Resolution No. 12710
- Application Packet
- Letter of Request- Articles of Incorporation
- Alcohol Beverage License
- Liability Insurance

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, GRANTING APPROVAL OF A SPECIAL EXTENDED HOURS PERMIT, REQUESTED BY JERRY MARCOPOULOS REPRESENTATIVE OF APPLEBEE'S NEIGHBORHOOD GRILL & BAR IN THE WASHINGTON MUTUAL PLAZA, LOCATED AT 6005 NORTH UNIVERSITY DRIVE, TO EXTEND THE HOURS OF THE ON-PREMISE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON SUNDAYS, BEGINNING AT 11:00 A.M. (CASE NO. 11-MI-15); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac, Florida, has found that neighboring cities have legislated extended hours for the on-premise sale and consumption of alcoholic beverages; and

WHEREAS, Section 3-5 of the Code of Ordinances of the City of Tamarac, Florida (the "Code"), provides for the granting of a Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages, and conditions for City Commission approval; and

WHEREAS, on January 9, 2013, the City Commission of the City of Tamarac, Florida (the "City Commission") approved Resolution No. R-2013-04, granting a Special Extended Hours Permit to extend the on-premise sale and consumption of alcoholic beverages on Sundays, beginning at 11:00 a.m. for the Applebee's Neighborhood Grill & Bar in Washington Mutual Plaza, located at 6005 North University Drive ("Applebee's

Neighborhood Grill & Bar) for a three (3) year period; and

WHEREAS, the Special Extended Hours Permit approved by Resolution No. R-2010-21 is set to expire on January 9, 2016; and

WHEREAS, Jerry Marcopoulos, representative of Applebee's Neighborhood Grill & Bar (the "Applicant"), submitted an application on October 7, 2015 for a Special Extended Hours Permit pursuant to Section 3-5 of the Code to extend the on-premise sale and consumption of alcoholic beverages on Sundays, beginning at 11:00 a.m.; and

WHEREAS, Staff has reviewed the application and finds that granting approval of this Special Extended Hours Permit is consistent with the Code and would not have an adverse impact on the surrounding area; and

WHEREAS, the Director of Community Development recommends approval of the Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages beginning at 11:00 a.m. on Sundays at the Applebee's Neighborhood Grill & Bar; and

WHEREAS, the City Commission of the City of Tamarac, Florida finds that there will be no substantial adverse impact on the surrounding area and that the extended hour will not cause an increase in parking and law enforcement demands and that there will be no increased environmental or aesthetic impacts and grants approval of the Special Extended Hours Permit, requested by Applicant, representing Applebee's Neighborhood Grill & Bar to extend the hours of the on-premise sale and consumption of alcoholic beverages beginning at 11:00a.m. on Sundays pursuant to Section 3-5 of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE

CITY OF TAMARAC, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Granting of approval for this Special Extended Hours Permit is contingent upon the City of Tamarac receiving a current State of Florida Department of Business Regulation Division of Alcoholic Beverages and Tobacco License and a current Certificate of Liability Insurance.

Section 3. The Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages is approved for the following extended hours and conditions:

1. The hours of sale and consumption may be extended on Sundays beginning at 11:00 a.m.
2. The Special Extended Hours Permit is valid for a three (3) year period and must be considered for renewal by the City Commission thereafter.
3. The Special Extended Hours Permit is not transferable to any other party without approval of the City Commission of the City of Tamarac, Florida.

Section 4. All resolutions or part of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this day of , 2015.

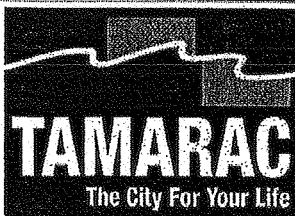
HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I
have approved this
RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY



CITY OF TAMARAC
BUSINESS REVENUE RECEIPT COMMERCIAL APPLICATION
(Make Checks Payable to City of Tamarac)
7525 NW 88 AVENUE - TAMARAC, FL 33321-2401
Attn: Judy Yacobellis, Sr. Business Revenue Specialist
Phone: (954) 597-3537 Fax: (954) 597-3540

BUSINESS NUMBER:

16-12377

SECTION I (To Be Completed By Applicant)

Business E-Mail Address: applebee@tamara.com

Please Print Clearly

Fax Number:

DATE: 9/4/15 NEW BUSINESS ADDRESS CHANGE NAME CHANGE TRANSFER or OTHER

Applicant Name: Jerry Marcopoulos

Applicant Title: Authorized Person

Business Name: Doherty Apple South Florida LLC

Federal Id. Number: 47-4573607

Fictitious Name: Applebee's Neighborhood Grill & Bar

Business Phone Number: 954-722-4244

Business Address: 6005 N. University

Suite No:

Cell Phone Number: n/a

City: Tamarac

State: FL

Zip Code: 33321

Fully Describe Nature of Business At This Location:

Casual family friendly restaurant with seating serving American food

Business Owner Name: Doherty Apple South Florida LLC

E-Mail Address: cminio@sknelawfirm.com

Business Mailing Address: 7 Pearl Court

Suite or Bay No.

City: Allendale

State: NJ

Zip Code: 07401

Home Phone Number: 201-818-4669

Corporations/partnerships please provide the following information on the primary principal:

Name: Jerry Marcopoulos

Title: Authorized Person

Address: 40 Leach Avenue

Phone Number: 201-818-4669

City: Park Ridge

State: NJ

Zip Code: 07656

Commercial Business Location-Plaza or Community Name:

University Plaza

Property Mgr: Un Plaza

Plaza Code:

Phone Number: 856 778 0442

PRORATED FEES & CERTIFICATE OF OCCUPANCY

THE CITY RESERVES THE RIGHT TO PRORATE BUSINESS REVENUE RECEIPT FEES AS OF APRIL 1, AT THE RATE OF 75% OF THE ANNUAL FEE. THE FEE SHALL THEN BE REDUCED BY FIVE (5) PERCENT OF THE ANNUAL FEE FOR THE MONTH, THEREAFTER UNTIL THE CLOSE OF THE FISCAL YEAR ON SEPTEMBER 30TH. BUSINESS REVENUE RECEIPTS OBTAINED BETWEEN OCTOBER 1 AND MARCH 31, SHALL BE SUBJECT TO THE FULL FEE. AND/OR

I AFFIRM THE BUSINESS REVENUE DIVISION REFERRED ME TO THE BUILDING DEPARTMENT TO APPLY FOR AND OBTAIN A CERTIFICATE OF OCCUPANCY.

INITIALS

DATE: 9-4-2015

I AFFIRM THE INFORMATION GIVEN ON AND WITH THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AUTHORIZED TO ACT AND BIND THE FIRM IN ALL MATTERS CONNECTED WITH THE BUSINESS.

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

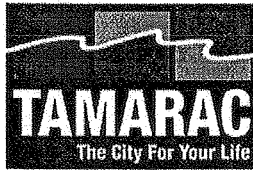
TITLE

DATE

Manager

9-4-2015

COMMUNITY DEVELOPMENT
DEPARTMENT



Maxine A. Calloway, Esq., AICP
Director

CITY OF TAMARAC
COMMUNITY DEVELOPMENT DEPARTMENT
BUSINESS REVENUE DIVISION

SPECIAL EXTENDED HOURS PERMIT
NEW - (RENEWAL)

DATE SUBMITTED: 9-4-15 THREE (3) YEAR TERM: _____
OWNERS NAME: Doherty Apple South Florida, LLC (Jerry Marcopoulos, Manager)
DATE OF BIRTH: 11/22/61 S.S. #: _____
HOME ADDRESS: 40 Leach Avenue
CITY: Park Ridge STATE: NJ
HOME PHONE NO.: 201-818-4669 BUSINESS NO: 201-818-4669
CITY BUSINESS REVENUE NUMBER: 16-12377
BUSINESS NAME: Applebee's Neighborhood Grill & Bar
BUSINESS ADDRESS: 6005 N. University Drive, Tamarac, FL 33321
SPECIAL EXTENDED HOURS PERMIT FEE DUE: \$500.00
DATE PAYMENT RECEIVED: 9/28/15 CHECK NO: 2943
AMOUNT OF PAYMENT RECEIVED: \$500.00

APPLICANT TO FURNISH COPIES OF THE FOLLOWING DOCUMENTS WITH APPLICATION:

- STATE LIQUOR LICENSE
- FLORIDA DRIVERS LICENSE
- CERTIFICATE OF LIABILITY INSURANCE
- ARTICLES OF INCORPORATION
- LETTER REQUESTING RENEWAL OF EXTENDED HOURS PERMIT

DATE APPROVED BY CITY COMMISSION: _____

RESOLUTION NO.: _____

"Committed to Excellence...Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3530 | F: 954.597.3540

EQUAL OPPORTUNITY EMPLOYER

NEW JERSEY

NEW JERSEY DRIVER LICENSE



DOB: 11-22-1981
EXP: 11-14-2011
CLASS: D
MARCOPOULOS
JERRY
1 CACH AVE
PARK RIDGE NJ 07856-1827
SEX: M HT: 6-02 WT: 180 EYES: BRN
HAIR: BRN SKIN: F1



1981-22-11NJ

Visit us at
www.nj.gov



RESTRICTIONS:
None

ENDORSEMENTS:
None

Rev 07-23-2010

Place Change of
Address Sticker
Within Bracket Area

42000000
11110000



SKENE LAW FIRM, P.C.

A NEW JERSEY PROFESSIONAL CORPORATION

2614 ROUTE 516, 2ND FLOOR • OLD BRIDGE, NEW JERSEY • 08857

PHONE: 732-727-5030 • FAX: 732-727-5028

WWW.SKENELAWFIRM.COM

ROBERT D. SKENE * +

RICHARD D. NASCA * +

LISA M. MILLER * + ^

JOHN F. VASSALLO, JR., OF COUNSEL

ANNE MARIE VASSALLO, OF COUNSEL

* NEW JERSEY BAR ADMISSION

+ NEW YORK BAR ADMISSION

^ PENNSYLVANIA BAR ADMISSION

October 13, 2015

VIA FEDERAL EXPRESS

City of Tamarac

Business Revenue Office

Attn: Judy Yacobellis

7525 NW 88 Avenue

Tamarac, FL 33321

Re: Extended Hours Permit Renewal
Doherty Apple South Florida, LLC (dba Applebee's Neighborhood Grill & Bar)
6005 N. University Drive, Tamarac, FL 33321

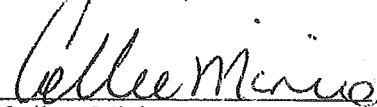
Dear Ms. Yacobellis:

As you are aware, this firm represents Doherty Enterprises, Inc. and its affiliate entities with respect to their alcoholic beverage regulatory and administrative matters. Please allow this letter to serve as our client's formal request to have the extended hours permit renewed in the new owner name, Doherty Apple South Florida, LLC.

If you have any questions or concerns, please do not hesitate to contact our office at the above number or via e-mail at cmínio@skenelawfirm.com. Thank you for your time and attention to this matter.

Very truly yours,

Skene Law Firm, P.C.


Colleen Minio
Paralegal

Certificate of Status

I certify from the records of this office that DOHERTY APPLE SOUTH FLORIDA, LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on July 16, 2015, effective August 24, 2015.

The document number of this company is L15000121106.

I further certify that said company has paid all fees due this office through December 31, 2015, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 150720164500-000275134980#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twentieth day of July, 2015



Ken Detzner
Ken Detzner
Secretary of State

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L15000121106
FILED 8:00 AM
July 16, 2015
Sec. Of State
gmcleod

Article I

The name of the Limited Liability Company is:

DOHERTY APPLE SOUTH FLORIDA, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

7 PEARL COURT
ALLENDALE, NJ. US 07401

The mailing address of the Limited Liability Company is:

7 PEARL COURT
ALLENDALE, NJ. US 07401

Article III

The name and Florida street address of the registered agent is:

NORTHWEST REGISTERED AGENT, LLC
3030 N ROCKY POINT DR
TAMPA, FL. 33607

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ZENA SERRANO

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
JERRY MARCOPOULOS
7 PEARL COURT
ALLENDALE, NJ. 07401 US

L15000121106
FILED 8:00 AM
July 16, 2015
Sec. Of State
gmcleod

Article V

The effective date for this Limited Liability Company shall be:

08/24/2015

Signature of member or an authorized representative

Electronic Signature: ZENA SERRANO

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G15000076446

Fictitious Name to be Registered: APPLEBEE'S NEIGHBORHOOD GRILL & BAR

Mailing Address of Business: 7 PEARL COURT
ALLENDALE, NJ 07401

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

FILED
Jul 23, 2015
Secretary of State

Owner(s) of Fictitious Name:

SW RANCHES HOSPITALITY, LLC
6670 DYKES RD
SW RANCHES, FL 33331 US
Florida Document Number: L15000121107
FEI Number: 47-4582844

DOHERTY APPLE SOUTH FLORIDA, LLC
10135 PINES BLVD.
PEMBROKE Pines, FL 33026 US
Florida Document Number: L15000121106
FEI Number: 47-4573607

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

JERRY MARCOPOULOS

07/23/2015

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIV OF ALCOHOLIC BEVERAGES & TOBACCO
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

850.487.1395

**DOHERTY APPLE SOUTH FLORIDA LLC
APPLEBEES NEIGHBORHOOD GRILL & BAR
7 PEARL COURT
ALLENDALE NJ 07401**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

BEV1618042 ISSUED 10/05/2015

**RETAILER OF ALCOHOLIC BEVERAGES
DOHERTY APPLE SOUTH FLORIDA LLC
APPLEBEES NEIGHBORHOOD GRILL & BAR
CONSUMPTION ON PREMISES ONLY**

**IS LICENSED under the provisions of Ch.561 FS.
Expiration date : MAR 31, 2016 L1510050000427**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO**

LICENSE NUMBER	SERIES	TYPE
BEV1618042	4COP	SRX

The RETAILER OF ALCOHOLIC BEVERAGES

Named below IS LICENSED

Under the provisions of Chapter 561 FS.

Expiration date: MAR 31, 2016

CONSUMPTION ON PREMISES ONLY

**DOHERTY APPLE SOUTH FLORIDA LLC
APPLEBEES NEIGHBORHOOD GRILL & BAR
6005 NORTH UNIVERSITY DR
TAMARAC FL 33321**



**CANNOT MOVE FROM
THIS LOCATION**



ISSUED: 10/05/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1510050000427



CERTIFICATE OF LIABILITY INSURANCE

EHIRE-1

OP ID: PK

DATE (MM/DD/YYYY)

11/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Restaurant Programs of America 8 Wood Hollow Road Suite 301 Parsippany, NJ 07054	CONTACT NAME: June Lemongello	
	PHONE (A/C, No, Ext): 973-884-4400	FAX (A/C, No): 973-884-4119
INSURED Doherty Apple South Florida LLC 33009 So Dixie Hwy Florida City, FL 33034	E-MAIL ADDRESS: junel@rpamerica.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Specialty Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		YME0000194	10/15/2015	10/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability insurance premises situated at 6005 N University Dr,
Tamarac, FL 33321

CERTIFICATE HOLDER**CANCELLATION**

City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321-2401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Title - TR12734 - Central Parc South First Amendment to the Water and Sewer Developer's Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a First Amendment to the Water and Sewer Developer's Agreement with SPL Holding, LLC., for the Central Parc South Project; located at 4900 W. Commercial Blvd., requiring an additional 65 ERC's for water and an additional 65 ERC's for sewer; requiring an additional payment of \$110,500.00 for water and \$143,000.00 for sewer; requiring a total additional payment of \$253,500.00 in CIAC fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 1


ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12734 Memo	11/25/2015	Cover Memo
▣ TR12734 Resolution	12/2/2015	Resolution
▣ TR12734 Exhibit 1	12/2/2015	Exhibit
▣ TR12734 Exhibit 2	11/24/2015	Exhibit
▣ TR 12734 Exhibit 3	11/25/2015	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Mike C. Cernech, City Manager

DATE: November 24, 2015

**THRU: Jack Strain, Public Services
Director** 

**RE: Temp. Reso.#12734- First
Amendment to the Water and
Sewer Developer's Agreement
for the Central Parc South
Project – City Commission
Meeting of December 9, 2015**

**FROM: John Doherty, Assistant Director
of Public Works / City Engineer**

Recommendation:

I recommend that the City accept and execute a First Amendment To The Water and Sewer Developer's Agreement with SPL Holdings, LLC for the Central Parc South Project, located at 5101 West Commercial Blvd., requiring an increase of 65 ERC's for water and sewer from 175 ERC's to 240 ERC's; requiring payment of \$408,000.00 for water and \$528,000.00 for sewer; requiring a total payment of \$936,000.00 in CIAC Fees; and this item be added to the Commission Agenda for December 9, 2015.

Issue:

To accept and execute a First Amendment to the Water and Sewer Developer's Agreement with SPL Holdings, LLC, for the Central Parc South Project.

Background:

The original Tamarac Utilities Water and Sewer Developer's Agreement (WSDA) for the property located at the southwest corner of the Florida Turnpike and Commercial Boulevard with Prestige Homes of Tamarac, Inc. was approved by the City of Tamarac City Commission on October 24, 2007, and became effective October 30, 2007. The original WSDA allocated 175 ERC's to which fees were outstanding and were not paid by the Developer. The proposed First Amendment to the WSDA with the current owner, SPL Holding, is allocating an increase of 65 ERC's adding the total allocated ERC's to 240.

The proposed amendment requires SPL Holdings, LLC to pay the original impact fees totaling \$682,500.00 in addition to the increase per this amendment totaling \$253,500.00; the total impact fees to be paid by SPL Holdings, LLC will equal \$936,000.00.

First Amendment Meter Schedule

USAGE	NO. OF METERS	METER SIZE	# OF ERC's		WATER CIAC FEES	SEWER CIAC FEES	TOTAL
			WATER	SEWER			
Domestic	175	5/8"	175	175	\$297,500.00	\$385,000.00	\$682,500.00
Additional	65	5/8"	65	65	\$110,500.00	\$143,000.00	\$253,500.00
TOTAL	240	5/8"	240	240	\$408,000.00	\$528,000.00	\$936,000.00

TOTAL ERC'S OF AMENDMENT (Water) **240** (Sewer) **240**
TOTAL AMOUNT DUE: \$ 936,000.00

Fiscal Impact:

The receipt of \$408,000.00 in water CIAC fees will be placed in Account No. 432-0000-363.23-60 entitled "CIAC Water Impact Fee". The receipt of \$528,000.00 in sewer CIAC fees will be placed in Account No. 432-0000-363-23-70 entitled "CIAC Sewer Impact Fee".

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE A FIRST AMENDMENT TO THE WATER AND SEWER DEVELOPER'S AGREEMENT WITH SPL HOLDINGS, LLC., FOR THE CENTRAL PARC SOUTH PROJECT, LOCATED AT 4900 W. COMMERCIAL BLVD., REQUIRING AN ADDITIONAL 65 ERC'S FOR WATER AND AN ADDITIONAL 65 ERC'S FOR SEWER; REQUIRING AN ADDITIONAL PAYMENT OF \$110,500.00 FOR WATER AND \$143,000.00 FOR SEWER; REQUIRING A TOTAL ADDITIONAL PAYMENT OF \$253,500.00 IN CIAC FEES; AUTHORIZING AND DIRECTING THE CITY CLERK TO RECORD SAID AGREEMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, SPL Holdings, LLC., is the current owner of the Central Parc South Project, located at 4900 W. Commercial Blvd. (attached hereto in map form as "Exhibit 1"); and

WHEREAS, a Water and Sewer Developer's Agreement currently exists reserving 175 ERC's for water and 175 ERC's for sewer to accommodate the Central Parc South Project, attached hereto as "Exhibit 2"; and

WHEREAS, SPL Holdings, LLC., have offered a First Amendment to the Water and Sewer Developer's Agreement to the City of Tamarac for the Central Parc South Project, as required by Code Sections 10-121(d), 10-122(f) and 10-123(e); (attached hereto as "Exhibit 3"); and

WHEREAS, the First Amendment to the Water and Sewer Developer's Agreement requires the addition of 65 ERC's for water and 65 ERC's for sewer; requiring an additional payment of \$110,500.00 for water and \$143,000.00 for sewer; requiring a total additional payment of \$253,500.00 in CIAC fees, Per Section 22-189 of the City Code of Ordinances.

WHEREAS, it is the recommendation of the Director of Public Services that the First Amendment to the Water and Sewer Developer's Agreement between the City of Tamarac and SPL Holdings, LLC., be approved and executed; and the payment of the CIAC fees required for the Central Parc South Project be accepted; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to accept and execute a First Amendment to the Water and Sewer Developer's Agreement with SPL Holdings, LLC., for the Central Parc South Project.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto and referenced herein are incorporated and made a specific part of this Resolution.

SECTION 2: The appropriate City Officials are hereby authorized to accept and execute a First Amendment to the Water and Sewer Developer's Agreement, providing for 65 additional ERC's for water and 65 additional ERC's for sewer (attached hereto as "Exhibit 3") with SPL Holdings, LLC., for the Sabal Palm South Project, located at 4900 W. Commercial Blvd.

SECTION 3: The City will collect an additional \$253,500.00 in contribution charges prior to the issuance of the final Engineering Permit.

SECTION 4: The City Clerk is hereby authorized and directed to record said agreement in the Public Records of Broward County.

SECTION 5: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____,
2015.

HARRY DRESSLER
MAYOR

ATTEST:

Patricia Teufel, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR HARRY DRESSLER _____

DIST 1: V/M BUSHNELL _____

DIST 2: COMM GOMEZ _____

DIST 3: COMM GLASSER _____

DIST 4: COMM. PLACKO _____

I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

CITY OF TAMARAC

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



Temp. Reso. No. 12734

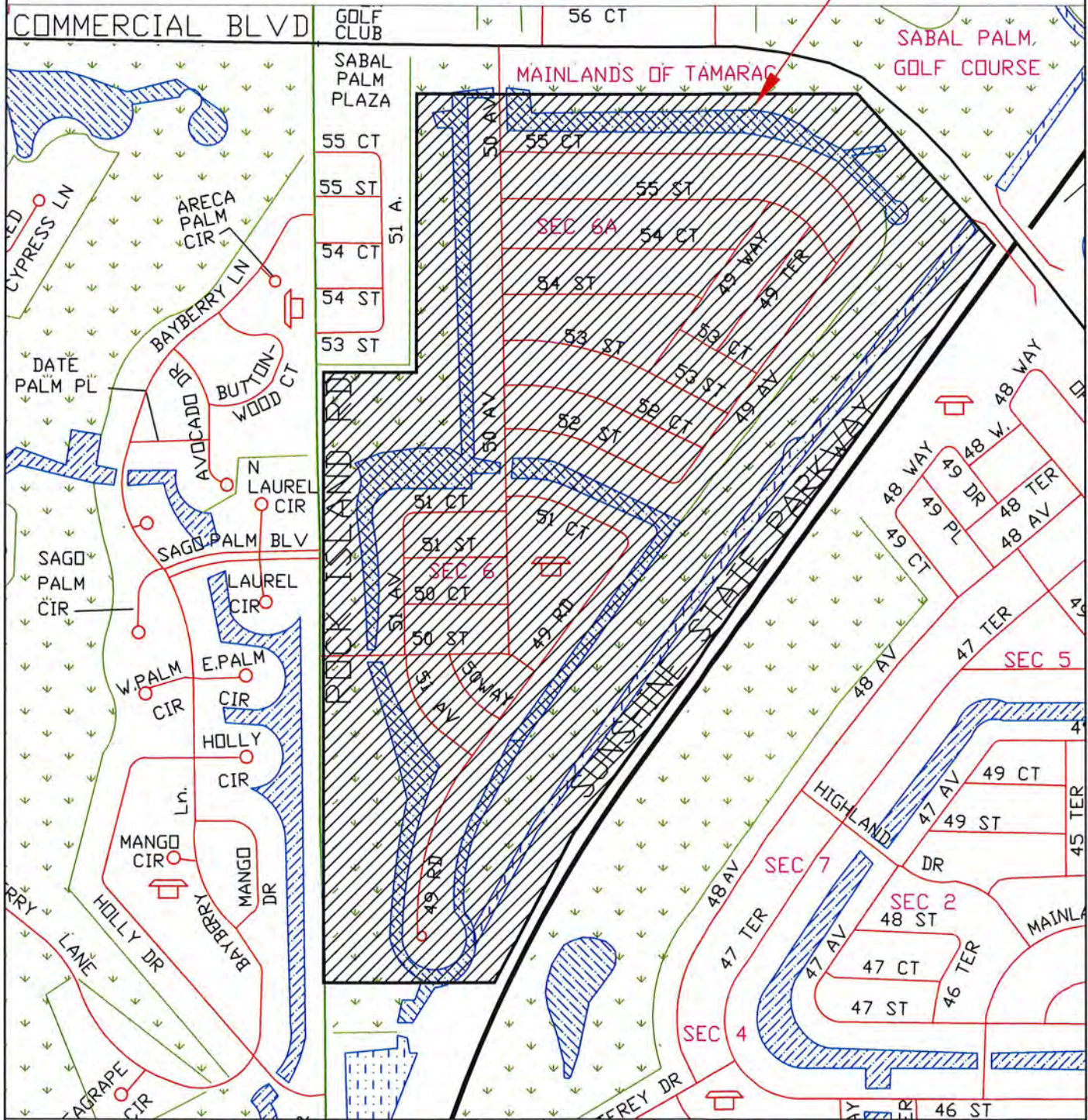
Scale: N.T.S

SHEET 1 OF 1

CENTRAL PARC SOUTH FIRST AMENDMENT TO THE WATER & SEWER DEVELOPER'S AGREEMENT

TR#12734

SITE LOCATION



REVISIONS

No.	Date	Remarks	By

Design By: E.J.W.

Date: 12/02/15

Seal:

Drawn By: E.J.W.

Date: 12/02/15

Checked By:

Date:

Approved By:

Date:

JOHN E. DOHERTY, P.E.
FL. NO. 55383

CENTRAL PARC SOUTH EXHIBIT 1

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 12, TWP. 49, RGE. 41

TAMARAC UTILITIES
WATER AND SEWER
DEVELOPER'S AGREEMENT

FOR: SABAL PALM SOUTH
(Name of Development)

GENERAL LOCATION: SOUTHWEST CORNER OF FL TURNPIKE AND
COMMERCIAL

THIS AGREEMENT effective this 30 day of October, 2007,

made and entered into by and between:

The CITY OF TAMARAC, at 7525 Northwest 88th Avenue, Tamarac, Florida 33321, a municipal corporation of the State of Florida, hereinafter called "CITY"

And

PRESTIGE HOMES OF TAMARAC, INC.

At 11784 W. SAMPLE ROAD, SUITE 101, CORAL SPRINGS, FL
33065
hereinafter called "DEVELOPER".

And

PRESTIGE HOMES OF TAMARAC, INC.

At 11784 W. SAMPLE ROAD, SUITE 101, CORAL SPRINGS, FL 33065
hereinafter called "OWNER".

WITNESSETH

=====

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution and sewage collection facilities known as "TAMARAC UTILITIES WATER AND SEWER SYSTEM"; and

WHEREAS, DEVELOPER own or controls certain real property in Broward County, Florida as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this AGREEMENT to PROPERTY shall refer specifically to DEVELOPER's PROPERTY described in Exhibit "A" attached; and

WHEREAS, DEVELOPER and OWNER desire to procure water service or sewage disposal service or both from the CITY for the PROPERTY; and

WHEREAS, the parties desire to enter into an AGREEMENT setting forth the mutual understandings and undertakings regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, this AGREEMENT and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction if the subject matter of this AGREEMENT; and

WHEREAS, CITY has received proof of payment by DEVELOPER of any portion of Contribution-In-Aid-of-Construction charges owed to third parties, and which is attached as Exhibit "B"; and

WHEREAS, the City Commission has approved this AGREEMENT and has authorized the proper city officials to execute this AGREEMENT by motion passed at a regular City Commission meeting on October 24, 2007.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and DEVELOPER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART 1. DEFINITIONS

A. The term DEVELOPER shall refer to the Contracting Party in this AGREEMENT who has an ownership interest in the PROPERTY. Is that interest fee simple? ☒ YES or ☐ NO. If no, then the nature of the interest is best described as _____. If DEVELOPER is not the OWNER, then the OWNER joins in this AGREEMENT and agrees to be jointly and severally liable for the responsibilities of the DEVELOPER enumerated in this AGREEMENT.

B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this AGREEMENT as ERC, is the assumed average daily flow of a detached single-family residential unit.

C. The term PROPERTY, refers to the real property described in Exhibit "A" attached to and incorporated into this AGREEMENT.

D. The term GUARANTEED REVENUE refers to a fee paid by DEVELOPER to defray the cost to CITY of maintaining reserve water and sewer systems. The GUARANTEED REVENUE is equal to the applicable monthly service availability charge for water and sewer service.

PART II. DEVELOPER'S OBLIGATIONS

A. INSTALLATIONS IN COMPLIANCE WITH SPECIFICATION

1. DEVELOPER, at his expense and at no expense to the CITY, shall design, construct and install all necessary water distribution and sewage collection lines, over, through, under, across and past the PROPERTY in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer to be approved by the appropriate governmental regulatory agencies and by the Director of Utilities, or his/her authorized representative; and said water distribution and sewage collection lines shall be installed and connected to CITY's existing water distribution and sewage collection lines, all of which work shall be paid for by the DEVELOPER.

2. All installations shall be installed at DEVELOPER's expense and shall include, without limitation, all gravity flow mains, force mains, pump stations and lift stations required for the furnishing of service to the PROPERTY. At the time of submission of the plans, specifications and engineering data by DEVELOPER to the Director of Utilities, or designee, shall pay to the CITY the following Review Fee (to be paid one time only):

If the AGREEMENT is for 0 – 5 ERC's the review fee shall be\$250.00
If the AGREEMENT is for 6 – 10 ERC's the review fee shall be\$500.00
If the AGREEMENT is for 11 or more ERC's, the review fee shall be\$750.00

Said Review Fee is to compensate CITY for CITY's expense in having said data reviewed by the Director of Utilities or his authorized representatives.

3. Meter shall be INSTALLED BY CITY. No meter shall be removed, moved, bypassed, or altered in any way except by the CITY. Violation of this paragraph may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the CITY's City Manager or his/her designee.

4. Non-metered use of City water or use of water from fire hydrants may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the CITY's City Manager or his/her designee.

B. INSPECTION AND SUPERVISION BY DEVELOPER'S ENGINEER

DEVELOPER shall, at his expense, and at no expense to the CITY, retain the services of a registered professional engineer for the purposes of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and in compliance with the approved plans and specifications. DEVELOPER shall notify CITY in writing of such appointment. A copy of each field report shall be submitted to the Director of Utilities' authorized representative. Should there be cause or reason for the DEVELOPER to engage the services of a registered engineer (other

than the design engineer) for inspections, then DEVELOPER shall notify the CITY within five (5) days of such engagement.

The DEVELOPER's Engineer of Record shall prepare "As-Built" drawings of all construction.

C. PRECONSTRUCTION MEETING

DEVELOPER and its Contractor shall arrange for and hold a preconstruction meeting with the Director of Utilities or his/her authorized representative. Notification of said meeting shall be made in writing and received by all parties seventy-two hours in advance of said meeting. The meeting shall be held at least twenty-four (24) hours prior to start of each phase of construction. An Engineering Permit, payment of engineering fees and bonding based on a Certified Cost Estimate, prepared by DEVELOPER's registered engineer, shall be required prior to any construction.

D. WRITTEN APPROVAL OF THE DIRECTOR OF UTILITIES

The work to be performed by DEVELOPER, as provided in this AGREEMENT shall not commence until all plans and specifications covering the work to be performed are approved in writing by the Director of Utilities or his authorized representative. Approved plans and permits must be on site at all times.

E. ENGINEERS PRESENT AT TESTS

During construction and at the time when periodic inspections are required, the Director of Utilities or his/her authorized representative shall be present and DEVELOPER's engineer shall be present to observe and witness tests for determination of conformance to approved plans and specification. The City's Engineering Inspector shall be on site at all times during sanitary sewer installation, and notified before any water lines are installed. Any work performed beyond the City of Tamarac Inspector's normal working hours 7:30 a.m. to 4:00 p.m., (Monday through Friday) must be inspected. The cost of inspection conducted by the CITY Inspectors beyond normal working hours will be paid by the DEVELOPER including overtime at the rate in effect at the time of inspection. The CITY reserves the right to directly invoice the contractor, developer and/or owner for the costs of inspections by Utility Department personnel that are requested or required to occur outside normal work days and work hours.

F. COMPLIANCE WITH APPLICABLE LAWS

The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies which have jurisdiction over the subject matter of this AGREEMENT as well as all applicable Federal and State Statutes, County and CITY ordinances. The requirements

of this paragraph shall govern, regardless of any errors or omissions in the approved plans or specifications.

G. AS-BUILT DRAWINGS

DEVELOPER shall, at its own expense and at no expense to the CITY, furnish to the CITY one (1) complete set of AutoCAD compatible files on disk, one (1) complete set of reproducible mylar and two sets of prints of As-Built drawings prepared by a Florida registered engineer who designed the water distribution and sewer systems or by any other engineer retained by the DEVELOPER. The As-Built drawings shall be approved by the Director of Utilities' authorized representative. As-Built drawings shall be certified and sealed by the DEVELOPER's engineer showing all pertinent information as to all mains, services and appurtenances belonging to, and affecting the water distribution and sewage collection systems and service lines as constructed in the field. As-Built drawings shall also be sealed by a Florida registered surveyor as to the actual locations of all surface features of these systems, easements and right of ways which are part or adjacent to the property and shall include all paving and drainage facilities constructed in conjunction with the water and sewage facilities.

H. CONTRIBUTION PAYMENTS FROM DEVELOPER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission.

The contribution charge shall be computed based upon the DEVELOPER's representation on the approved final site plan for the PROPERTY. A copy of said plan shall be reduced to 8½" x 11" and attached to this AGREEMENT as Exhibit "C". Exhibit "D" is attached to this AGREEMENT and shall indicate the number of buildings to be built, number of residential, non-residential and accessory units and ERC's per building and the number of meters and meter sizes. The DEVELOPER's engineer of record will also supply to the CITY, meter calculations on all non-residential meters based on the South Florida Building Code tables 46I, 46J and 46Q for meter sizes.

Payment of the contribution charges is a condition precedent to the execution of this AGREEMENT. The payment of the contribution charges shall be made in accordance with the applicable sections of the City Code.

The contribution charges applicable for this AGREEMENT are summarized as follows:

CONTRIBUTION (WATER)

Residential # <u>174</u>	Units X <u>1</u> ERC's Per Unit @ <u>\$1,700.00</u> Per ERC
Non-Residential # <u>1</u>	ERC's @ <u>\$1,700.00</u> Per ERC
Total ERC's <u>175</u> (WATER)	Total Contribution \$ <u>297,500.00</u>

CONTRIBUTION (SEWER)

Residential # 174 Units X 1 ERC's Per Unit @ \$2,200.00 Per ERC
Non-Residential # 1 ERC's @ \$2,200.00 Per ERC
Total ERC's 175 (SEWER) Total Contribution \$ 385,000.00

I. GUARANTEED REVENUES

1. DEVELOPER shall pay to the City, GUARANTEED REVENUES when due, at the rates in effect when due, as amended from time to time. GUARANTEED REVENUE is equal to the minimum service availability charge for water and sewer service. GUARANTEED REVENUES are due and payable monthly.

2. The payment of GUARANTEED REVENUES required by this AGREEMENT shall commence six (6) months after the payment of CIAC Fees. Plat for the property been recorded with Broward County YES ☒ NO. If NO, then GUARANTEED REVENUES commence one (1) year after the effective date of this AGREEMENT. GUARANTEED REVENUES shall be due for all UNITS/ERC'S assigned to the PROPERTY unless otherwise specified by this AGREEMENT.

3. GUARANTEED REVENUE, if initiated shall no longer accrue for a unit when metered water and sewer service is established at a particular building and the required customer deposits are paid to the CITY. However, if accounts are open in the DEVELOPER's name and closed without a new account being established, the GUARANTEED REVENUES shall resume.

4. The parties acknowledge the GUARANTEED REVENUE payments made by the DEVELOPER shall be considered as revenue (income).

5. In accordance with Section 22-190 (b) of the Tamarac City Code, there are sanctions or penalties that the City can exercise as a result of unpaid guaranteed revenues, including interest penalties at a rate established by resolution of the City Commission.

6. Unpaid Guaranteed Revenues are subject to annual interest rates as established by City Commission.

J. MODIFICATION TO CITY'S WATER OR SEWER FACILITIES MAY BE NECESSARY

In addition to all other obligations of this AGREEMENT, DEVELOPER may be required by the CITY to make modifications to the CITY'S water and sewage systems because of the development's impact on the systems. The modifications are

set forth in Exhibit "E" and they shall be performed by DEVELOPER prior to the issuance of the first Certificate of Occupancy, unless provided in this AGREEMENT.

K. DELINQUENT PAYMENTS, DEFAULT, NOTICE OF DEFAULT

1. If any payment of GUARANTEED REVENUES required by this AGREEMENT is more than fifteen (15) days late, the CITY shall send the DEVELOPER a notice of delinquency by prepaid certified mail, and failure of the DEVELOPER to make the required payment in full within seven (7) days of the date shown on the notice shall constitute a default by the DEVELOPER.

2. Other than required payment of GUARANTEED REVENUES, if any act required by this AGREEMENT is not timely accomplished or if any act prohibited by this AGREEMENT is done, then this AGREEMENT shall be in default. Notice of default and the grounds for default shall be sent to the DEVELOPER by the CITY as provided in Part VI of this AGREEMENT.

L. SANCTIONS AND PENALTIES

Should DEVELOPER be in default of this AGREEMENT, it is agreed that the CITY shall have the right to exercise one or more of the following sanctions or penalties:

1. Any reserved plant capacity under this AGREEMENT may be rescinded and forfeited.

2. The site plan for the PROPERTY is voidable by Resolution of the City Commission.

3. No final inspections shall be approved by CITY.

4. No Certificate of Occupancy shall be issued by CITY for any unit on the PROPERTY.

5. There shall be an interest penalty equal to the maximum rate allowed by Florida State Law on any payments due to CITY from DEVELOPER which are not paid. The penalty, when applicable, shall accrue from the due date of payment as provided in this AGREEMENT.

6. The CITY shall be entitled to lien the PROPERTY and foreclose the lien in satisfaction of any payments due under this AGREEMENT.

7. CITY shall be entitled to any other remedy at law and failure to exercise any remedy shall not constitute a waiver of said remedy.

M. MISCELLANEOUS ADDITIONAL OBLIGATIONS OF DEVELOPER

Prior to acceptance of the work required to be done, DEVELOPER shall, without cost to CITY:

1. Convey to CITY and its successors and assigns, by good and sufficient exclusive easement deed, in a form satisfactory to CITY, a perpetual right, easement and privilege to operate, maintain, repair or replace all water and sewer mains, pipes, connections, pumps and meters within granted easements upon DEVELOPER's PROPERTY in connection with supplying water and sewer service to the inhabitants, occupants and customers in DEVELOPER's PROPERTY and secure from each mortgage and lienor a release of mortgagees' and lienors' interest in the easement and fixtures thereon for so long as the easement is used for the operation, maintenance, repair or replacement of water and sewer mains, pipes, connections, pumps and meters within the easements. Easements shall be a minimum of 20' wide for sewer and 15' wide for water.

2. Transfer to CITY by BILL OF SALE ABSOLUTE all DEVELOPER's right, title and interest in and to all of the water and sewer supply lines, mains, pumps, connections, pipes, valves, meters and equipment installed up to and within granted easements and right-of-way within the PROPERTY and off-site improvements installed for the purpose of supplying water distribution and sewage collection for DEVELOPER's PROPERTY.

3. Furnish CITY with an AFFIDAVIT that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work required to be performed by this AGREEMENT have been paid, or in the event of a dispute between the DEVELOPER and a contractor or subcontractor, furnish CITY with a BOND in the amount in dispute and in a form acceptable to the CITY.

4. Furnish CITY with a satisfactory surety bond or letter of credit in the amount of twenty-five percent (25%) of the cost of the work, in a form acceptable to the CITY, guaranteeing all work installed pursuant to this AGREEMENT against defects in materials, equipment or construction for a period of not less than one (1) year from date of acceptance of same by CITY.

5. Furnish CITY with T.V. inspection and air test of the sanitary sewer collection system performed one (1) month before 1-year warranty period expires.

6. Install cleanout on consumer's sanitary service in accordance with current Utility Standard Detail.

PART III. CITY'S OBLIGATION

A. CITY'S MAINTENANCE OF SYSTEMS AFTER CERTAIN CONDITIONS

When, at no cost to CITY, (1) the water distribution and sewage collection systems have been satisfactorily installed, inspected, tested and approved and certified in writing by the DEVELOPER's engineer, together with the Director of Utilities, or his/her authorized representative; and (2) when DEVELOPER has satisfied the conditions of this AGREEMENT, then CITY shall thereafter maintain the water distribution system and sewage collection system up to and within granted easements upon DEVELOPER's PROPERTY. However, the CITY will only be responsible for the maintenance of the sewer collection system from manhole to manhole and up to the first cleanout of the service lateral within the granted easements and the CITY will only be responsible for the maintenance of the water distribution up to the meter, fire hydrant, or fireline service within the granted easements. The obligation of the CITY to furnish water and/or sewer service other than construction water shall not arise until DEVELOPER has completed the conditions contained in this paragraph. The CITY shall reserve 175 ERC's of water service and 175 ERC's of sewage treatment plant capacity for DEVELOPER.

B. SERVICE CONDITIONS ON LARGE USER AGREEMENT

The CITY has entered into a "Large User Agreement" with Broward County, (the "COUNTY"), in which the COUNTY has agreed to make future sewage treatment capacity available at its regional wastewater treatment plant. In the event CITY cannot provide sufficient capacity, as a result of COUNTY's action, the CITY's sole obligation shall be to refund DEVELOPER's contribution charges as described in this AGREEMENT, for those units for which CITY is unable to provide capacity, provided that DEVELOPER is not in default of this AGREEMENT.

C. IMPOSSIBILITY TO PROVIDE SERVICE

In the event that the CITY cannot provide sufficient service as a result of the actions of any regulatory agency, then the CITY's sole obligation shall be to refund DEVELOPER's contribution charges as described in this AGREEMENT, for those units for which CITY is unable to provide capacity, provided that DEVELOPER is not in default of this AGREEMENT.

PART IV. MUTUAL COVENANTS

It is mutually agreed by and between the parties that the preambles contained at the beginning of this AGREEMENT are true and correct and in addition to them, it is mutually covenanted and agreed, as follows:

A. ASSIGNMENT OF THIS AGREEMENT

In addition to binding DEVELOPER, the provisions of this AGREEMENT shall run with the land and be binding upon and inure to the benefits of successors in title to the PROJECT after this AGREEMENT has been recorded in the Public Records of Broward County, Florida. However, any other assignment or transfer of DEVELOPER's rights and obligations is prohibited unless:

1. Assignment shall be done in writing in the same formality as this AGREEMENT.
2. CITY shall be a party of said assignment and shall not withhold approval of assignment unreasonably.
3. DEVELOPER shall remain primarily liable to CITY for the terms and conditions of this AGREEMENT unless assignment is made in compliance with this section. CITY agrees to execute a "satisfaction by assignment" for DEVELOPER if this AGREEMENT is properly assigned.

DEVELOPER agrees to make full disclosure to any party purchasing all or any part of the PROPERTY encompassed by this AGREEMENT as to all the terms hereof, and with particular reference to the GUARANTEED REVENUES set forth in Section I of Part II herein.

B. REPEAL OF PRIOR AGREEMENTS

All prior Developer Agreements or Agreements pertaining to the supply of water and sewer affecting the PROPERTY are hereby cancelled and declared of no force and effect upon that PROPERTY which is the subject matter of this AGREEMENT.

PART V. MUTUAL ADDITIONAL COVENANTS

PARTICULARLY FOR FUTURE CONSUMERS AND ASSIGNEES AS WELL AS DEVELOPER

It is mutually covenanted and agreed by and between the parties as follows:

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this AGREEMENT.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

DEVELOPER, his successors and assigns, and the owners and occupants of buildings on DEVELOPER's PROPERTY shall not install or maintain any water wells except for irrigation purposes.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this AGREEMENT. Such rules and regulations may relate to, but are not limited to, rates, deposits and connection charges and the right to discontinue services under certain conditions. The water and sewer rates to be charged by CITY to said customers shall be the rates now or hereafter charged to other customers within the area of service of TAMARAC UTILITIES WATER AND SEWER SYSTEM. DEVELOPER hereby acknowledges and agrees that the rates are subject to change at any time by CITY.

D. CITY NOT LIABLE FOR DEVELOPER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on DEVELOPER's PROPERTY other than the water main and water service lines (from the water main to the water meter) and the sewage collection system within granted easements to CITY pursuant to this AGREEMENT.

E. SYSTEMS ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service or sewage collection service on DEVELOPER's PROPERTY shall keep all water pipes, service lines including cleanouts, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the meter but the obligation for the maintenance of the lines shall be as set forth above and in applicable CITY regulations.

F. EFFECTIVE DATE

Unless otherwise specified in this AGREEMENT, this AGREEMENT shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission meeting at which it was approved.

G. OVER-SIZE METERS ON SINGLE FAMILY HOMES

It is assumed that a single family home on the PROPERTY will be serviced by a 5/8-inch water meter. If a larger water meter is needed, then the owner (whether DEVELOPER, Assignee or Homeowner) will be charged additional contribution charges which much be paid at the rate prevailing at the time of the application for larger meter for additional ERC's, to accommodate the larger meter.

H. CONDITIONS ON FIRE HYDRANT USE

No water from CITY's water distribution system shall be used or disbursed by DEVELOPER or his agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless the Director of Utilities has first approved the use and the connection, and there has first been made adequate provisions for compensating CITY for such water.

I. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein at any time caused by and Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of the CITY shall not constitute a breach of the provisions contained herein nor impose liability upon the CITY by the DEVELOPER, his successors and assigns.

J. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

K. RECORDING OF AGREEMENT

This AGREEMENT shall be recorded by the CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or

occupants of properties in DEVELOPER's PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this AGREEMENT in the execution thereof; and the acquisition or occupancy of real PROPERTY in DEVELOPER's PROPERTY connected to or to be connected to the said water and sewer systems of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the AGREEMENT herein contained and have become bound thereby.

L. HOLD HARMLESS PROVISION

It is mutually agreed that the CITY shall be held harmless from any and all liability for damages if CITY's obligations under this AGREEMENT cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this AGREEMENT shall be null and void and unenforceable by either party regarding that portion of the DEVELOPER's PROPERTY for which CITY cannot perform its obligation.

It is also mutually agreed to hold the City harmless for any expenses incurred by the CITY'S use of the utility easement(s) resulting in the destruction and/or removal of existing and/or future landscaping and/or structures.

M. CONTROL OF CROSS CONNECTIONS AND BACK-FLOW

1. The purpose of this Section is to protect the public water main against actual or potential cross-connections and back-flow by isolating within the premises or Private Property contamination or pollution that has occurred or may occur because of some undiscovered or unauthorized cross-connection on the premises or Private Property.

2. POLICY

- a. No water service connection shall be installed or maintained by the CITY unless the public water main is protected by an Approved back-flow prevention assembly as required by Florida Administrative Code 17-22, applicable DEP regulations, and this Section.
- b. Any back-flow prevention assembly required herein shall be of a model type, and size approved by the Director of Utilities for the City of Tamarac, or his/her Designee, utilizing accepted practices and standards established by the American Water Works Association, AWWA C-506-78 or American Society of Sanitary Engineers Standard 1024.
- c. Service of water to any premises shall be denied or discontinued by the CITY if a back-flow prevention assembly

required by this Section is not properly installed, tested, and maintained in properly functioning condition, or if it is found that a required assembly has been removed or by-passed.

- d. Single family residences shall be protected by a dual check valve, which will be installed by a plumber on the outlet side of the meter after installation of the meter.
- e. All services, other than single-family residences, shall be protected by an approved reduced pressure principle assembly or double check valve assembly, as determined by the Director of Utilities or his designee, based on planned water usage within the premises.
- f. Reduced pressure principle and double check valve assemblies shall be procured and installed by DEVELOPER, in accordance with the Standard Back-Flow Prevention Detail Sheet, which is available at the Tamarac Utilities Department, prior to the installation of the water service meter.
- g. Prior to connection of water service, the back-flow prevention assembly must be inspected and tested by a certified tester. If at the time of testing, the assembly is found to be malfunctioning, the DEVELOPER will be notified by the CITY and water service will not be provided until such time as the back-flow prevention assembly does pass inspection.
- h. Annual (or at intervals determined by Director of Utilities or his/her designee) inspections and tests of back-flow prevention assembly shall be performed by state certified back-flow tester. DEVELOPER/OWNER must have tests performed (with results submitted to Director of Utilities) by a State certified back-flow tester at Developer/Owner expense. The DEVELOPER/OWNER will be responsible for insuring that proper plumbing permits have been obtained and fees paid.

N. WELLFIELD PROTECTION

DEVELOPER acknowledges that property described in Exhibit "A" (is/is not) within a Broward County protected well field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by Tamarac Director of Utilities. If property is within said zone of influence,

DEVELOPER agrees to limit uses of property to those uses that are allowed by Broward County Ordinance 84-60 or as it may be amended.

O. PROHIBITED HAZARDOUS MATERIALS

DEVELOPER acknowledges that Broward County and the City of Tamarac have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County Ordinance 86-61 and Tamarac Ordinance 85-52). DEVELOPER agrees not to discharge hazardous materials into the sanitary sewer system as defined by Broward County Ordinance 86-61 and Tamarac Ordinance 85-52 or as they may be amended.

P. VENUE

This agreement shall be governed by the laws of the State of Florida as now and hereinafter in force. The venue for actions arising out of the Agreement is fixed in Broward County, Florida.

PART VI. NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF TAMARAC:

City Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

FOR THE DEVELOPER:

Prestige Homes of Tamarac, Inc.
11784 W. Sample Road, Suite 101
Coral Springs, FL 33065

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART VII. ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" - Legal Description and Legal Sketch on an 8-1/2 inch by 11 inch page of the PROPERTY.

EXHIBIT "B" - Receipt from third party for a portion of contribution charge:

Applicable _____ Not Applicable X

EXHIBIT "C" - A sketch of the site plan of the PROPERTY reduced to 8-1/2 inch by 11-inch page size.

EXHIBIT "D" - A listing for the PROPERTY indicating the number of ERC's allocated to each building, the number of meters per building, the meter size(s) and a payment schedule of phasing (if applicable).

EXHIBIT "E" - Modification of CITY's water or sewer facilities if required by the Director of Utilities, if applicable.

Applicable _____ Not Applicable X

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

ACCEPTED BY CITY OF TAMARAC
GRANTEE

By: Beth Flansbaum-Talibisco
Beth Flansbaum-Talibisco
Mayor

Date: 10/30/07

ATTEST:

By: Jon Schnader, Asst. City Clerk
for Marion Swenson, CMC
City Clerk

By: Jeffrey L. Miller
Jeffrey L. Miller
City Manager

Date: 10/30/07
Approved as to form:

By: Samuel S. Goren
Interim City Attorney

STATE OF FLORIDA :
COUNTY OF Broward : SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BETH FLANSBAUM-TALIBISCO to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me and under oath that executed the same.

WITNESS my hand and official seal this 30th day of October,
20 07.

NOTARY PUBLIC STATE OF FLORIDA
Patricia A. Teufel
Commission # DD684007
Expires: AUG. 25, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Patricia A. Teufel
NOTARY PUBLIC, State of Florida
at Large

(☒) Personally known to me, or
() Produced identification

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

Type of I.D. Produced

() DID take an oath, or () DID NOT take an oath

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal on the day and year first above written.

ATTEST:

Prestige Homes of
DEVELOPER Tamarac, Inc.

By: *Robert Connor*

By: *Bruce Chait*

Type Name ROBERT CONNOR
Corporate Secretary

Type Name BRUCE CHAIT
President

(Corporate Seal)

STATE OF FLORIDA :
: SS
COUNTY OF Broward:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Bruce Chait to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me and under oath that he executed the same.

WITNESS my hand and official seal this 2nd day of May,
2007.



Kim I. Loss
Commission #DD338964
Expires: Aug 02, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Kim I. Loss
NOTARY PUBLIC, State of Florida
at Large

Kim I. Loss
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

(☒) Personally known to me, or

(☐) Produced Identification

Type of I.D. Produced

(☐) DID take an oath, or (☐) DID NOT take an oath.

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, BRUCE CHAIT do hereby affirm that I am the PRESIDENT of PRESTIGE HOMES OF TAMARAC and that I have executed a Water and Sewer DEVELOPER's Agreement with the City of Tamarac for SABAL PALM SOUTH project and that I am the owner of the property covered by said DEVELOPER'S AGREEMENT.

There are no mortgages held on the property which is the subject of said DEVELOPER'S AGREEMENT.

FURTHER AFFIANT SAYETH NOT.

[Signature]
(Signature)

This 2nd day of May, 2007.

STATE OF FLORIDA :
: SS
COUNTY OF Broward:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Bruce Chait to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me and under oath that he executed the same.

WITNESS my hand and official seal this 2nd day of May, 2007.



Kim I. Loss
Commission #DD338964
Expires: Aug 02, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
NOTARY PUBLIC, State of Florida
at Large

Kim I. Loss
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

(☒) Personally known to me, or

(☐) Produced Identification

Type of I.D. Produced

(☐) DID take and oath, or (☐) DID NOT take an oath.

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and year first above written.

ATTEST:

By: *Robert Connor*

Type Name ROBERT CONNOR
Corporate Secretary

Prestige Homes of
OWNER Tamarac, Inc.

By: *Bruce Chait*

Type Name BRUCE CHAIT
President

(Corporate Seal)

STATE OF FLORIDA :
: SS
COUNTY OF Broward :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Bruce Chait to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me and under oath that he executed the same.

WITNESS my hand and official seal this 2nd day of May,
2007.



Kim I. Loss
NOTARY PUBLIC, State of Florida
at Large

Kim I. Loss
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

(☒) Personally known to me, or

(☐) Produced Identification

Type of I.D. Produced

(☐) DID take an oath, or (☐) DID NOT take an oath.

	<u>LOT #</u>	<u># OF UNITS</u>	<u>WATER</u>	<u>SEWE R</u>	<u>CIAC FEES</u>	<u>CIAC FEES</u>	<u>CIAC FEES</u>	<u># OF MET ERS</u>	<u>METER SIZE</u>
<u>Block 1</u>	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>5</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>6</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>7</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>8</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>9</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>10</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>11</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>12</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>13</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>14</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>15</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>16</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>17</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>18</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>19</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>20</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
<u>Block 4</u>	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>5</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>6</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>7</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>8</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>9</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>10</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>11</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>12</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>13</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>14</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>15</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>16</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>17</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>18</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>19</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>20</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>21</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>22</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>23</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>24</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"

<u>Block 5</u>	<u>25</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>26</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
<u>Block 8</u>	<u>5</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>6</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
<u>Block 9</u>	<u>5</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>6</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>7</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>8</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>9</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>10</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>11</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>5</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>6</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>7</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>8</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>9</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>10</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>11</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>12</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>13</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>14</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>15</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>16</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>17</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>18</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>19</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>20</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>21</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>23</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>24</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>25</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>26</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>27</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>28</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"

	<u>29</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>30</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>31</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
<u>Block 10</u>	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>5</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>6</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>7</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>8</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>9</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>10</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>11</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>12</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>13</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>14</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
<u>Block 11</u>	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>5</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>6</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
<u>Block 12</u>	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
<u>Block 13</u>	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>5</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>6</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>7</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>8</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>9</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>10</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>11</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>12</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>13</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>14</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>15</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>16</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>17</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>18</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>19</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"

	<u>20</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>21</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>22</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>23</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>24</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>25</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>26</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
<u>Block 15</u>	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>2</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>3</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>4</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>5</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>6</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>7</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>8</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>9</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>10</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>11</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>12</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>13</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>14</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>15</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
<u>cabana</u>	<u>1</u>	1	<u>1</u>	<u>1</u>	1700	2200	3900	1	5/8"
	<u>TOTAL</u>	175	<u>175</u>	<u>175</u>	297,500	385,000	682,500	175	5/8"

0 DUMPSTER(S) CONNECTED TO SEWER
@ 1 ERC EACH = 0 ERC'S (SEWER)

TOTAL ERC'S 175 (Water) 175 (Sewer)

THIS PROJECT REQUIRED THE FOLLOWING SIZE AND NUMBER OF FIRE LINES:

_____ AT 4" DIAMETER _____ AT 8" DIAMETER
_____ AT 6" DIAMETER _____ AT _____ DIAMETER

SERVED BY WASTEWATER PUMP STATION NO. TBD

175 ERC'S ÷ 60.92 SITE ACRES = 2.87 ERC'S/SITE ACRE

I HEREBY CERTIFY THAT THE NON-RESIDENTIAL WATER METERS LISTED ABOVE MEET THE MINIMUM REQUIREMENTS OF THE SOUTH FLORIDA BUILDING CODE FOR THE INTENDED USE.

Jay Huebner 54615
SEAL P.E. #

Jay M. Huebner, P.E.
TYPE NAME

TR-11301

EXHIBIT A**SABAL PALM GOLF COURSE****PARCEL A:**

A portion of Tracts 4 and 5 of "PORT LAUDERDALE TRUCK FARMS SUBDIVISION" of Section 13, Township 49 South, Range 41 East, Broward County, Florida, recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South $89^{\circ}09'25''$ East, along the North line of said Section 13, a distance of 375.06 feet; thence South $00^{\circ}13'00''$ East, a distance of 67.01 feet, to the Point of Beginning of this description; thence continue South $00^{\circ}13'00''$ East, a distance of 1343.52 feet; thence South $89^{\circ}47'00''$ West, a distance of 325.00 feet; thence South $00^{\circ}13'00''$ East, along a line 50.00 feet East of, and parallel with, as measured at right angles to, the West line of said Section 13, a distance of 960.00 feet, to a point on the North right-of-way line of N.W. 50th Street, as shown on the Plat "THE MAINLANDS OF TAMARAC LAKES 6TH SECTION", recorded in Plat Book 65, Page 46, Public Records of Broward County, Florida, (said point being further described as being on the arc of a circular curve to the left, whose radius point bears North $89^{\circ}47'00''$ East, from the last described point); thence Southerly and Easterly along the arc of said curve, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$ and an arc length of 39.27 feet to the point of tangency; thence North $89^{\circ}47'00''$ East, a distance of 175.00 feet; the last two described courses being coincident with said North right-of-way line of N.W. 50th Street;

Thence North $00^{\circ}13'00''$ West, a distance of 505.00 feet, to the point of curvature of a circular curve to the right; thence Northerly and Easterly along the arc of said curve having a radius of 135.00 feet, a central angle of $90^{\circ}00'00''$ and an arc length of 212.06 feet, to the point of tangency; thence North $89^{\circ}47'00''$ East, a distance of 265.00 feet; the last three described courses being coincident with the Westerly and Northerly boundary lines of Block 118, of said Plat of "THE MAINLANDS OF TAMARAC LAKES 6TH SECTION";

Thence North $00^{\circ}13'00''$ West, along the Westerly line of Lot 1, Block 118, of said Plat "THE MAINLANDS OF TAMARAC LAKES 6TH SECTION" and the Northerly projection of the Westerly boundary line of Block 107 of said Plat "THE MAINLANDS OF TAMARAC LAKES 6TH SECTION", a distance of 1549.41 feet; thence North $89^{\circ}47'00''$ East, a distance of 90.00 feet; thence North $00^{\circ}13'00''$ West, a distance of 116.82 feet; thence North $44^{\circ}41'13''$ West, a distance of 25.03 feet; thence North $89^{\circ}09'25''$ West, along a line 67.00 feet South of, and parallel with, as measured at right angles to the North line of said Section 13, a distance of 347.52 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

PARCEL B:

A portion of Tracts 2, 3, 4, 5, 6 and 12 of "FORT LAUDERDALE TRUCK FARMS SUBDIVISION" of Section 13, Township 49 South, Range 41 East, Broward County, Florida, recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South $89^{\circ}09'25''$ East, along the North line of said Section 13, a distance of 784.12 feet; thence South $00^{\circ}13'00''$ East, a distance of 85.48 feet, to the Point of Beginning of this description; thence continue South $00^{\circ}13'00''$ East, a distance of 242.58 feet; thence South $89^{\circ}09'25''$ East, a distance of 967.55 feet, to the right; thence Easterly and Southerly along the arc of said curve having a radius of 626.93 feet, a central angle of $50^{\circ}36'05''$ and an arc length of 553.68 feet, to the point of tangency; thence South $38^{\circ}33'14''$ East, a distance of 101.04 feet, to the point of curvature of a circular curve to the right; thence Easterly and Southerly along the arc of said curve having a radius of 145.00 feet, a central angle of $76^{\circ}50'37''$ and an arc length of 194.47 feet, to the point of tangency; thence South $38^{\circ}17'30''$ West, a distance of 2596.07 feet to the point of curvature of a circular curve to the left; thence Westerly and Southerly along the arc of said curve having a radius of 950.00 feet, a central angle of $35^{\circ}56'40''$ and an arc length of 595.98 feet, to a point on the arc of a circular curve to the right, whose radius point bears South $36^{\circ}15'32''$ West, from the last described point; thence Southeasterly and Northwesterly along the arc of said curve having a radius of 125.00 feet, a central angle of $230^{\circ}17'12''$ and an arc length of 502.40 feet, to a point of compound curvature of a circular curve to the right; thence Northeasterly along the arc of said curve having a radius of 1150.00 feet, a central angle of $37^{\circ}06'41''$ and an arc length of 744.87 feet; thence North $51^{\circ}42'30''$ West, a distance of 25.36 feet, to the point of curvature of a circular curve to the right; thence Northwesterly along the arc of said curve having a radius of 520.00 feet, a central angle of $48^{\circ}03'10''$ and an arc length of 436.11 feet, the last six described courses being coincident with the boundary of "THE MAINLANDS OF TAMARAC LAKES 6th SECTION", recorded in Plat Book 65, Page 46, Public Records of Broward County, Florida;

Thence South $89^{\circ}47'00''$ West, a distance of 175.94 feet to a point of curvature of a circular curve to the left; thence Westerly and Southerly along the arc of said curve, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$ and an arc length of 39.27 feet, to the point of tangency, the last two described courses being coincident with the Southerly boundary of N.W. 50th Street, as shown on said Plat "THE MAINLANDS OF TAMARAC LAKES 6th SECTION";

Thence South $00^{\circ}13'00''$ East along a line 50.00 feet East of, and parallel with, as measured at right angles to, the West line of said Section 13, a distance of 174.48 feet, to a point on the North line of said Tract 12; thence North $89^{\circ}15'42''$ West, along the North line of said Tract 12, a distance of 10.00 feet; thence South $00^{\circ}13'00''$ East, along a line 40.00 feet East of, and parallel with, as measured at right angles to, the West line of said Section 13, a distance of 1320.00 feet, to a point on the South line of said Tract 12; Thence South $89^{\circ}15'42''$ East, along the South line of said Tract 12, a distance of 384.22 feet, to a point on the arc of a circular curve to the right, whose radius point bears South $64^{\circ}47'25''$ East, from the last described point; thence Northeasterly along the arc of said

curve having a radius of 7789.44 feet, a central angle of $13^{\circ}04'55''$ and an arc length of 1778.52 feet to the point of tangency; thence North $38^{\circ}17'30''$ East, a distance of 2088.09 feet, the last two described courses being coincident with the Westerly right-of-way line of the Sunshine State Parkway;

Thence North $33^{\circ}56'43''$ West, a distance of 601.27 feet; thence North $41^{\circ}54'19''$ East, a distance of 8.00 feet, to a point on the arc of a circular curve to the left, whose radius point bears South $41^{\circ}54'19''$ West, from the last described point; thence Westerly along the arc of said curve having a radius of 887.93 feet, a central angle of $41^{\circ}03'44''$ and an arc length of 636.35 feet, to the point of tangency; thence North $89^{\circ}09'25''$ West, along a line 67.00 feet South of, and parallel with, as measured at right angles to, the North line of said Section 13, a distance of 953.91 feet; thence South $45^{\circ}18'48''$ West, a distance of 25.87 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

PARCEL C:

A portion of Tracts 13, 14 and 15 of Section 12, Township 49 South, Range 41 East, and a portion of Tracts 2 and 3 of Section 13, Township 49 South, Range 41 East, according to the Plat thereof, of "FORT LAUDERDALE TRUCK FARMS SUBDIVISION", as recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 12; thence North $00^{\circ}13'45''$ West, along the West line of said Section 12, a distance of 60.01 feet; thence South $89^{\circ}09'25''$ East, a distance of 87.36 feet to the Point of Beginning of this description; thence North $44^{\circ}41'35''$ West, a distance of 49.03 feet; thence North $00^{\circ}13'45''$ West, along a line 53.00 feet East of, and parallel with, as measured at right angles to, the West line of said Section 12, a distance of 1220.65 feet, to a point 5.00 feet South of, and parallel with, as measured at right angles to, the North line of said Tract 13; thence South $89^{\circ}09'25''$ East, along a line 5.00 feet South of, and parallel with, as measured at right angles to, the North line of said Tracts 13, 14 and 15, a distance of 3908.21 feet, to the East line of said Tract 13; thence South $00^{\circ}12'55''$ East along the East line of said Tract 15, a distance of 381.98 feet;

Thence South $44^{\circ}01'43''$ West, a distance of 197.50 feet;

Thence South $77^{\circ}27'33''$ West, a distance of 174.15 feet;

Thence North $78^{\circ}34'08''$ West, a distance of 369.50 feet;

Thence South $52^{\circ}55'08''$ West, a distance of 276.97 feet;

Thence South $27^{\circ}01'40''$ West, a distance of 358.82 feet;

Thence South $45^{\circ}27'17''$ East, a distance of 503.11 feet, to a point on the West right-of-way line of the Sunshine State Parkway; thence South $38^{\circ}17'30''$ West, along said West right-of-way line, a distance of 692.52 feet;

Thence North $42^{\circ}23'54''$ West, a distance of 294.45 feet;

Thence North $47^{\circ}52'28''$ West, a distance of 273.19 feet;

Thence South $41^{\circ}54'19''$ West, a distance of 15.00 feet to an intersection with the arc of a circular curve to the left, whose radius point bears South $41^{\circ}54'19''$ West, from the last described point;

Thence Northerly and Westerly along the arc of said curve having a radius of 1014.93 feet, a central angle of $41^{\circ}03'44''$ and an arc length of 727.37 feet, to the point of tangency;

Thence North $89^{\circ}09'25''$ West, a distance of 9.75 feet;

Thence North $00^{\circ}50'35''$ East, a distance of 603.00 feet;

Thence North $89^{\circ}09'25''$ West, a distance of 90.00 feet;

Thence North $00^{\circ}50'35''$ East, a distance of 191.77 feet;

Thence South $89^{\circ}09'25''$ East, a distance of 353.00 feet;

Thence South $00^{\circ}50'35''$ West, a distance of 323.00 feet, to a point of curvature of a circular curve to the left;

Thence Southerly and Easterly along the arc of said curve having a radius of 310.00 feet, a central angle of $60^{\circ}00'00''$ and an arc length of 324.63 feet, to the point of tangency; thence South $59^{\circ}09'25''$ East, a distance of 293.00 feet, to the point of curvature of a circular curve to the left; thence Southeasterly and Northeasterly along the arc of said curve having a radius of 135.00 feet, a central angle of $116^{\circ}26'13''$ and an arc length of 274.35 feet, to the point of reverse curvature of a circular curve to the right; thence Northerly and Easterly along the arc of said curve having a radius of 720.00 feet, a central angle of $43^{\circ}33'39''$ and an arc length of 547.40 feet, to the point of reverse curvature of a circular curve to the left; thence Easterly and Northerly along the arc of said curve having a radius of 220.00 feet, a central angle of $31^{\circ}41'55''$ and an arc length of 121.71 feet to a point on the arc of a circular curve to the left, whose radius point bears North $19^{\circ}16'00''$ East, from the last described point; thence Easterly, Northerly and Westerly along the arc of said curve having a radius of 120.00 feet, a central angle of $198^{\circ}25'25''$ and an arc length of 415.58 feet, to the point of tangency; thence North $89^{\circ}09'25''$ West, along a line 275.00 feet South of and parallel with, as measured at right angles to the North line of said Tracts 13, 14 and 15, a distance of 2210.00 feet, to the point of curvature of a circular curve to the left; thence Westerly, Southerly and Easterly along the arc of said curve having a radius of 120.00 feet, a central angle of $234^{\circ}18'53''$ and an arc length of 490.75 feet; thence South $89^{\circ}09'25''$ East, a distance of 775.53 feet; thence South $00^{\circ}50'35''$ West, a distance of 276.77 feet; thence North $89^{\circ}09'25''$ West, a distance of 509.68 feet, to the point of curvature of a circular curve to the left; thence Westerly and Southerly along the arc of said curve having a radius of 155.00 feet, a central angle of $51^{\circ}49'54''$ and an arc length of 140.22 feet, to the point of tangency; thence South $39^{\circ}00'41''$ West, a distance of 162.33 feet to the point of curvature of a circular curve to the left; thence Westerly and Southerly along the arc of said curve having a radius of 155.00 feet, a central angle of $38^{\circ}10'06''$ and an arc length of 103.26 feet to the point of tangency; thence South $00^{\circ}50'35''$ West, a distance of 235.38 feet, the last twenty described courses being coincident with the boundary of "THE MAINLANDS OF TAMARC LAKES 7TH SECTION", recorded in Plat Book 68, Page 4, Public Records of Broward County, Florida; thence North $89^{\circ}09'25''$ West, along a line 60.00 feet North of, and parallel with, as measured at right angles to the South line of said Section 12, a distance of 762.76 feet to the Point of Beginning.

LESS AND EXCEPT from the above-described PARCEL C, the following described parcel of land:

A portion of Tract 13 of Section 12, Township 49 South, Range 41 East, according to the Plat "FORT LAUDERDALE TRUCK FARMS SUBDIVISION", recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said a Section 12; thence South $89^{\circ}09'25''$ East along the South line of said Section 12, a distance of 53.01 feet; thence North $00^{\circ}13'45''$ West, a distance of 489.16 feet to the Point of Beginning of this description; thence continue North $00^{\circ}13'45''$ West, along the East right-of-way line of Rock Island Road (said line being 53.00 feet East of, and parallel with, as measured at right angles to, the West line of said Section 12), a distance of 825.85 feet to a point 5.00 feet South of, and parallel with, as measured at right angles to the North line of Tract 13 of said Section 12, Township 49 South, Range 41 East; thence South $89^{\circ}09'25''$ East, along said line 5.00 feet South of the North line of said Tract 13, a distance of 500.00 feet; thence South $00^{\circ}13'45''$ East, a distance of 334.48 feet to a point on the arc of a circular curve to the left, whose radius point bears South $61^{\circ}33'50''$ East, from the last described point; thence Southerly along the arc of said curve having a radius of 120.00 feet, a central angle of $57^{\circ}19'51''$ and an arc length of 120.07 feet (the last described curve also being the Westerly line of "THE MAINLANDS AT TAMARAC LAKES 7TH SECTION", as recorded in Plat Book 68, Page 4, Public Records of Broward County, Florida); thence South $00^{\circ}13'45''$ East, a distance of 805.39 feet to a point on the Northerly right-of-way line of West Commercial Boulevard; thence North $89^{\circ}09'25''$ West, along said Northerly right-of-way line of West Commercial Boulevard and along a line 60.00 feet North of, and parallel with, as measured right angles to the South line of said Section 12, a distance of 300.00 feet;

Thence North $00^{\circ}13'45''$ West, a distance of 205.00 feet;

Thence North $89^{\circ}09'25''$ West, a distance of 182.99 feet;

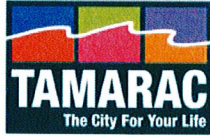
Thence North $00^{\circ}13'45''$ West, a distance of 224.15 feet;

Thence North $89^{\circ}09'25''$ West, a distance of 117.00 feet to the Point of Beginning.

The bearings as shown hereon are based upon the Plat "THE MAINLANDS OF TAMARAC LAKES 6TH SECTION", recorded in Plat Book 65, Page 46; and the Plat "THE MAINLANDS OF TAMARAC LAKES 7TH SECTION", recorded in Plat Book 68, Page 4, both of the Public Records of Broward County, Florida.

TOGETHER WITH a non-exclusive access easement as set forth more fully in that certain Access Easement dated 4/16/86, recorded 8/22/86 in O.R. Book 13670, Page 947, Public Records of Broward County, Florida.





1

FIRST AMENDMENT
TO WATER AND SEWER
DEVELOPER'S AGREEMENT

FOR: CENTRAL PARC SOUTH
(Name of Development)

This AMENDMENT TO AGREEMENT, made and entered into and between the City of Tamarac, 7525 Northwest 88th Avenue, Tamarac, Florida 33321, hereafter call "CITY" and PRESTIGE HOMES OF TAMARAC, INC having an address at 11784 W. SAMPLE ROAD, SUITE 101, CORAL SPRINGS, FL 33065, hereinafter called "DEVELOPER"

WITNESSETH :

WHEREAS, CITY and DEVELOPER entered into a Water and Sewer Developer's Agreement for the property described in Exhibit "A" attached hereto and made a part of on October 30, 2007 said agreement recorded on O.R. Book 4471 Page 258-292 of the Public Records of Broward County, and;

WHEREAS, the parties desire to modify certain terms contained in that Agreement.

The First Amendment to the Water and Sewer Developer's Agreement establishes an increase of 65 ERC's for water and sewer. The new increase will modify the usage from 175 ERC's to 240 ERC's for water and from 175 ERC's to 240 ERC's for sewer. This addition also establishes a new water meter schedule (attached as Exhibit "D"). The new Contribution In Aid of Construction (CIAC) Fees and Equivalent Residential Connections (ERC's) are listed below:

NOW, THEREFORE, in consideration of the mutual covenant and undertakings of the parties hereto and other good and valuable considerations, the parties hereto covenant and agree as follows:

1. Part II (H) of the Developer's Agreement is amended to read as follows:

CONTRIBUTION (WATER)

ORIGINAL CONTRIBUTION:

174 Residential ERC's @ \$1,700.00 per ERC = \$295,800.00
1 Non-Residential ERC's @ \$1,700.00 per ERC = \$1,700.00
Total ERC's 175 (WATER) Total Contribution = \$297,500.00

FIRST AMENDMENT CONTRIBUTION:

65 Residential ERC's @ \$1,700.00 per ERC = \$ 110,500.00

SUBTOTALS: ERC'S = 240 **WATER CIAC FEE = \$408,000.00**

CONTRIBUTION (SEWER)

ORIGINAL CONTRIBUTION:

174 Residential ERC's @ \$2,200.00 per ERC = \$382,800.00
1 Non-Residential ERC's @ \$2,200.00 per ERC = \$2,200.00
Total ERC's 175 (SEWER) Total Contribution = \$385,000.00

FIRST AMENDMENT CONTRIBUTION:

65 Residential ERC's @ \$2,200.00 per ERC = \$143,000.00

SUBTOTALS: ERC'S = 240 **SEWER CIAC FEE = \$528,000.00**

TOTAL CIAC FEE = \$936,000.00

2. Part III (A) of the Developer's Agreement is amended to read as follows:

PART III. CITY'S OBLIGATION

A. CITY'S MAINTENANCE OF SYSTEMS AFTER CERTAIN CONDITIONS

When, at no cost to CITY, (1) the water distribution and sewage collection systems have been satisfactorily installed, inspected, tested and approved and certified in writing by the DEVELOPER's engineer, together with the Director of Utilities, or his authorized representative; and (2) when DEVELOPER has satisfied the conditions of this AGREEMENT, then CITY shall thereafter maintain the water distribution system and sewage collection system up to and within granted easements upon DEVELOPER's PROPERTY. However, the CITY will only be responsible for the maintenance of the sewer collection system from manhole to manhole and up to the first cleanout of the service lateral within the granted easements and the CITY will only be responsible for the maintenance of the water distribution up to the meter, fire hydrant, or fireline service within the granted easements. The obligation of the CITY to furnish water and/or sewer service other than construction water shall not arise until DEVELOPER has completed the conditions contained in this paragraph. The CITY shall reserve 240 ERC's of water service and 240 ERC's of sewage treatment plant capacity for DEVELOPER.

3. All other provisions of the Developer's Agreement are hereby ratified.
4. This amendment shall become effective on the latest date of execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:


ACCEPTED BY CITY OF TAMARAC
GRANTEE

By: _____
Harry Dressler
Mayor

Date: _____

ATTEST:

By: _____
Patricia Teufel, CMC
City Clerk

 By: _____
Michael C. Cernech
City Manager

Date: _____

Approved as to form:

STATE OF FLORIDA :
: SS
COUNTY OF _____:

By: _____
Samuel S. Goren,
City Attorney

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____,
20____.

NOTARY PUBLIC, State of Florida
at Large

- () Personally known to me, or
() Produced identification

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

Type of I.D. Produced

() DID take and oath, or () DID NOT take and oath

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and year first above written.

ATTEST:

OWNER SPL Holdings, LLC

By: _____

By: _____

Type Name _____
Corporate Secretary

Type Name _____
President Roberto Suris

(Corporate Seal)

STATE OF FLORIDA :
COUNTY OF Miami-Dade SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Roberto Suris to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me and under oath that he executed the same.

WITNESS my hand and official seal this 23rd day of November, 2015.



Lina Moises
NOTARY PUBLIC, State of Florida
at Large
Lina Moises
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

☒ Personally known to me, or

☐ Produced Identification

Type of I.D. Produced

☐ DID take and oath, or ☒ DID NOT take an oath.

Amendment to Water and Sewer
Developer's Agreement-Phase

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, Roberto Suñis do hereby affirm that I am the Managing Member of SPL South Holdings, LLC and that I have executed a Water and Sewer DEVELOPER's Agreement with the City of Tamarac for Central Park South project and that I am the owner of the property covered by said DEVELOPER'S AGREEMENT.

There are no mortgages held on the property, which is the subject of said DEVELOPER'S AGREEMENT.

FURTHER AFFIANT SAYETH NOT.

(Signature)

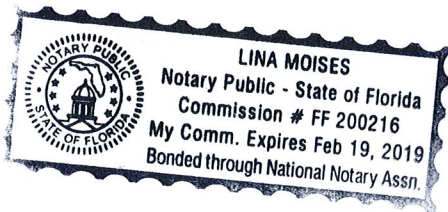
This 28th day of November, 2015.

STATE OF FLORIDA

COUNTY OF Miami-Dade SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Roberto Suñis to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me and under oath that he executed the same.

WITNESS my hand and official seal this 28th day of November, 2015.



Lina Moises
NOTARY PUBLIC, State of Florida
at Large
Lina Moises
(Name of Notary Public: Print, Stamp, or type as Commissioned)

(☒) Personally known to me, or

() Produced Identification

() DID take and oath, or (☒) DID NOT take an oath.

Type of I.D. Produced

EXHIBIT D

FIRST AMENDMENT TO THE WATER AND SEWER DEVELOPER'S AGREEMENT

DEVELOPMENT: CENTRAL PARC SOUTH

ORIGINAL METER SCHEDULE

ORIGINAL AGREEMENT

CONNECTION	Meter		ERC's		CIAC Fees		
Residential	Size	No.	Water	Sewer	Water	Sewer	Total
1	5/8"	1	1	1	1,700	2,200	3,900
2	5/8"	1	1	1	1,700	2,200	3,900
3	5/8"	1	1	1	1,700	2,200	3,900
4	5/8"	1	1	1	1,700	2,200	3,900
5	5/8"	1	1	1	1,700	2,200	3,900
6	5/8"	1	1	1	1,700	2,200	3,900
7	5/8"	1	1	1	1,700	2,200	3,900
8	5/8"	1	1	1	1,700	2,200	3,900
9	5/8"	1	1	1	1,700	2,200	3,900
10	5/8"	1	1	1	1,700	2,200	3,900
11	5/8"	1	1	1	1,700	2,200	3,900
12	5/8"	1	1	1	1,700	2,200	3,900
13	5/8"	1	1	1	1,700	2,200	3,900
14	5/8"	1	1	1	1,700	2,200	3,900
15	5/8"	1	1	1	1,700	2,200	3,900
16	5/8"	1	1	1	1,700	2,200	3,900
17	5/8"	1	1	1	1,700	2,200	3,900
18	5/8"	1	1	1	1,700	2,200	3,900
19	5/8"	1	1	1	1,700	2,200	3,900

20	5/8"	1	1	1	1,700	2,200	3,900
21	5/8"	1	1	1	1,700	2,200	3,900
22	5/8"	1	1	1	1,700	2,200	3,900
23	5/8"	1	1	1	1,700	2,200	3,900
24	5/8"	1	1	1	1,700	2,200	3,900
25	5/8"	1	1	1	1,700	2,200	3,900
26	5/8"	1	1	1	1,700	2,200	3,900
27	5/8"	1	1	1	1,700	2,200	3,900
28	5/8"	1	1	1	1,700	2,200	3,900
29	5/8"	1	1	1	1,700	2,200	3,900
30	5/8"	1	1	1	1,700	2,200	3,900
31	5/8"	1	1	1	1,700	2,200	3,900
32	5/8"	1	1	1	1,700	2,200	3,900
33	5/8"	1	1	1	1,700	2,200	3,900
34	5/8"	1	1	1	1,700	2,200	3,900
35	5/8"	1	1	1	1,700	2,200	3,900
36	5/8"	1	1	1	1,700	2,200	3,900
37	5/8"	1	1	1	1,700	2,200	3,900
38	5/8"	1	1	1	1,700	2,200	3,900
39	5/8"	1	1	1	1,700	2,200	3,900
40	5/8"	1	1	1	1,700	2,200	3,900
41	5/8"	1	1	1	1,700	2,200	3,900
42	5/8"	1	1	1	1,700	2,200	3,900
43	5/8"	1	1	1	1,700	2,200	3,900
44	5/8"	1	1	1	1,700	2,200	3,900
45	5/8"	1	1	1	1,700	2,200	3,900
46	5/8"	1	1	1	1,700	2,200	3,900

47	5/8"	1	1	1	1,700	2,200	3,900
48	5/8"	1	1	1	1,700	2,200	3,900
49	5/8"	1	1	1	1,700	2,200	3,900
50	5/8"	1	1	1	1,700	2,200	3,900
51	5/8"	1	1	1	1,700	2,200	3,900
52	5/8"	1	1	1	1,700	2,200	3,900
53	5/8"	1	1	1	1,700	2,200	3,900
54	5/8"	1	1	1	1,700	2,200	3,900
55	5/8"	1	1	1	1,700	2,200	3,900
56	5/8"	1	1	1	1,700	2,200	3,900
57	5/8"	1	1	1	1,700	2,200	3,900
58	5/8"	1	1	1	1,700	2,200	3,900
59	5/8"	1	1	1	1,700	2,200	3,900
60	5/8"	1	1	1	1,700	2,200	3,900
61	5/8"	1	1	1	1,700	2,200	3,900
62	5/8"	1	1	1	1,700	2,200	3,900
63	5/8"	1	1	1	1,700	2,200	3,900
64	5/8"	1	1	1	1,700	2,200	3,900
65	5/8"	1	1	1	1,700	2,200	3,900
66	5/8"	1	1	1	1,700	2,200	3,900
67	5/8"	1	1	1	1,700	2,200	3,900
68	5/8"	1	1	1	1,700	2,200	3,900
69	5/8"	1	1	1	1,700	2,200	3,900
70	5/8"	1	1	1	1,700	2,200	3,900
71	5/8"	1	1	1	1,700	2,200	3,900
72	5/8"	1	1	1	1,700	2,200	3,900
73	5/8"	1	1	1	1,700	2,200	3,900

74	5/8"	1	1	1	1,700	2,200	3,900
75	5/8"	1	1	1	1,700	2,200	3,900
76	5/8"	1	1	1	1,700	2,200	3,900
77	5/8"	1	1	1	1,700	2,200	3,900
78	5/8"	1	1	1	1,700	2,200	3,900
79	5/8"	1	1	1	1,700	2,200	3,900
80	5/8"	1	1	1	1,700	2,200	3,900
81	5/8"	1	1	1	1,700	2,200	3,900
82	5/8"	1	1	1	1,700	2,200	3,900
83	5/8"	1	1	1	1,700	2,200	3,900
84	5/8"	1	1	1	1,700	2,200	3,900
85	5/8"	1	1	1	1,700	2,200	3,900
86	5/8"	1	1	1	1,700	2,200	3,900
87	5/8"	1	1	1	1,700	2,200	3,900
88	5/8"	1	1	1	1,700	2,200	3,900
89	5/8"	1	1	1	1,700	2,200	3,900
90	5/8"	1	1	1	1,700	2,200	3,900
91	5/8"	1	1	1	1,700	2,200	3,900
92	5/8"	1	1	1	1,700	2,200	3,900
93	5/8"	1	1	1	1,700	2,200	3,900
94	5/8"	1	1	1	1,700	2,200	3,900
95	5/8"	1	1	1	1,700	2,200	3,900
96	5/8"	1	1	1	1,700	2,200	3,900
97	5/8"	1	1	1	1,700	2,200	3,900
98	5/8"	1	1	1	1,700	2,200	3,900
99	5/8"	1	1	1	1,700	2,200	3,900

100	5/8"	1	1	1	1,700	2,200	3,900
101	5/8"	1	1	1	1,700	2,200	3,900
102	5/8"	1	1	1	1,700	2,200	3,900
103	5/8"	1	1	1	1,700	2,200	3,900
104	5/8"	1	1	1	1,700	2,200	3,900
105	5/8"	1	1	1	1,700	2,200	3,900
106	5/8"	1	1	1	1,700	2,200	3,900
107	5/8"	1	1	1	1,700	2,200	3,900
108	5/8"	1	1	1	1,700	2,200	3,900
109	5/8"	1	1	1	1,700	2,200	3,900
110	5/8"	1	1	1	1,700	2,200	3,900
111	5/8"	1	1	1	1,700	2,200	3,900
112	5/8"	1	1	1	1,700	2,200	3,900
113	5/8"	1	1	1	1,700	2,200	3,900
114	5/8"	1	1	1	1,700	2,200	3,900
115	5/8"	1	1	1	1,700	2,200	3,900
116	5/8"	1	1	1	1,700	2,200	3,900
117	5/8"	1	1	1	1,700	2,200	3,900
118	5/8"	1	1	1	1,700	2,200	3,900
119	5/8"	1	1	1	1,700	2,200	3,900
120	5/8"	1	1	1	1,700	2,200	3,900
121	5/8"	1	1	1	1,700	2,200	3,900
122	5/8"	1	1	1	1,700	2,200	3,900
123	5/8"	1	1	1	1,700	2,200	3,900
124	5/8"	1	1	1	1,700	2,200	3,900
125	5/8"	1	1	1	1,700	2,200	3,900

126	5/8"	1	1	1	1,700	2,200	3,900
127	5/8"	1	1	1	1,700	2,200	3,900
128	5/8"	1	1	1	1,700	2,200	3,900
129	5/8"	1	1	1	1,700	2,200	3,900
130	5/8"	1	1	1	1,700	2,200	3,900
131	5/8"	1	1	1	1,700	2,200	3,900
132	5/8"	1	1	1	1,700	2,200	3,900
133	5/8"	1	1	1	1,700	2,200	3,900
134	5/8"	1	1	1	1,700	2,200	3,900
135	5/8"	1	1	1	1,700	2,200	3,900
136	5/8"	1	1	1	1,700	2,200	3,900
137	5/8"	1	1	1	1,700	2,200	3,900
138	5/8"	1	1	1	1,700	2,200	3,900
139	5/8"	1	1	1	1,700	2,200	3,900
140	5/8"	1	1	1	1,700	2,200	3,900
141	5/8"	1	1	1	1,700	2,200	3,900
142	5/8"	1	1	1	1,700	2,200	3,900
143	5/8"	1	1	1	1,700	2,200	3,900
144	5/8"	1	1	1	1,700	2,200	3,900
145	5/8"	1	1	1	1,700	2,200	3,900
146	5/8"	1	1	1	1,700	2,200	3,900
147	5/8"	1	1	1	1,700	2,200	3,900
148	5/8"	1	1	1	1,700	2,200	3,900
149	5/8"	1	1	1	1,700	2,200	3,900
150	5/8"	1	1	1	1,700	2,200	3,900
151	5/8"	1	1	1	1,700	2,200	3,900

152	5/8"	1	1	1	1,700	2,200	3,900
153	5/8"	1	1	1	1,700	2,200	3,900
154	5/8"	1	1	1	1,700	2,200	3,900
155	5/8"	1	1	1	1,700	2,200	3,900
156	5/8"	1	1	1	1,700	2,200	3,900
157	5/8"	1	1	1	1,700	2,200	3,900
158	5/8"	1	1	1	1,700	2,200	3,900
159	5/8"	1	1	1	1,700	2,200	3,900
160	5/8"	1	1	1	1,700	2,200	3,900
161	5/8"	1	1	1	1,700	2,200	3,900
162	5/8"	1	1	1	1,700	2,200	3,900
163	5/8"	1	1	1	1,700	2,200	3,900
164	5/8"	1	1	1	1,700	2,200	3,900
165	5/8"	1	1	1	1,700	2,200	3,900
166	5/8"	1	1	1	1,700	2,200	3,900
167	5/8"	1	1	1	1,700	2,200	3,900
168	5/8"	1	1	1	1,700	2,200	3,900
169	5/8"	1	1	1	1,700	2,200	3,900
170	5/8"	1	1	1	1,700	2,200	3,900
171	5/8"	1	1	1	1,700	2,200	3,900
172	5/8"	1	1	1	1,700	2,200	3,900
173	5/8"	1	1	1	1,700	2,200	3,900
174	5/8"	1	1	1	1,700	2,200	3,900
1 (non – Residential)	5/8"	1	1	1	1,700	2,200	3,900

FIRST AMENDMENT METER SCHEDULE

USAGE	NO. OF METERS	METER SIZES	# OF ERC'S		WATER CIAC FEES	SEWER CIAC FEES	TOTAL:
			WATER	SEWER			
DOMESTIC	65	5/8"	65	65	110,500	143,000	253,500

Grand Total:	240	5/8"	240	240	408,000	528,000	936,000
--------------	-----	------	-----	-----	---------	---------	---------

TOTAL ERC'S OF AMENDMENT (WATER) 240 (SEWER) 240
TOTAL AMOUNT DUE: \$253,500.00

DUMPSTER(S) CONNECTED TO SEWER
@ 1 ERC EACH= 0 ERC'S (SEWER)

TOTAL ERC'S 240 (WATER) 240 (SEWER)
THIS PROJECT REQUIRED THE FOLLOWING SIZE AND NUMBER OF FIRE LINES:

 AT 4" DIAMETER AT 8" DIAMETER
 AT 6" DIAMETER AT DIAMETER

SERVED BY WASTERWATER PUMP STATION NO. T.B.D.

 240 ERC'S 59.96 SITE ACRES= 4.00 ERC'S/SITE ACRE

I HEREBY CERTIFY THAT THE NON-RESIDENTIAL WATER METERS LISTED ABOVE MEET THE MINIMUM REQUIREMENTS OF THE SOUTH FLORIDA BUILDING CODE FOR THE INTENDED USE.

WERNER T. VAUGHAN
LICENSE
No. 45415
SEAL 1/23/15 P.E.#
WERNER T. VAUGHAN, P.E. #45415
State of Florida
TYPE NAME

LEGAL DESCRIPTION:

LOTS 1 THROUGH 26, BLOCK 4, LOTS 1 THROUGH 6, BLOCK 5, LOTS 1 THROUGH 15, BLOCK 6, LOTS 1 THROUGH 20, BLOCK 7, LOTS 1 THROUGH 11, BLOCK 8, LOTS 1 THROUGH 31, BLOCK 9, LOTS 1 THROUGH 14, BLOCK 10, LOTS 1 THROUGH 6, BLOCK 11, LOTS 1 THROUGH 4, BLOCK 12, LOTS 1 THROUGH 26, BLOCK 13, LOTS 1 THROUGH 15, BLOCK 15, TRACTS A, B, B-1, B-2, B-3, B-4, B-5, B-11, B-12, B-14, C-1, C-2, R-1, R-2, AND R-3, SABAL PALM BY PRESTIGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 71 THROUGH 87 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF TRACT 13 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 41 EAST OF THE FORT LAUDERDALE TRUCK FARM SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

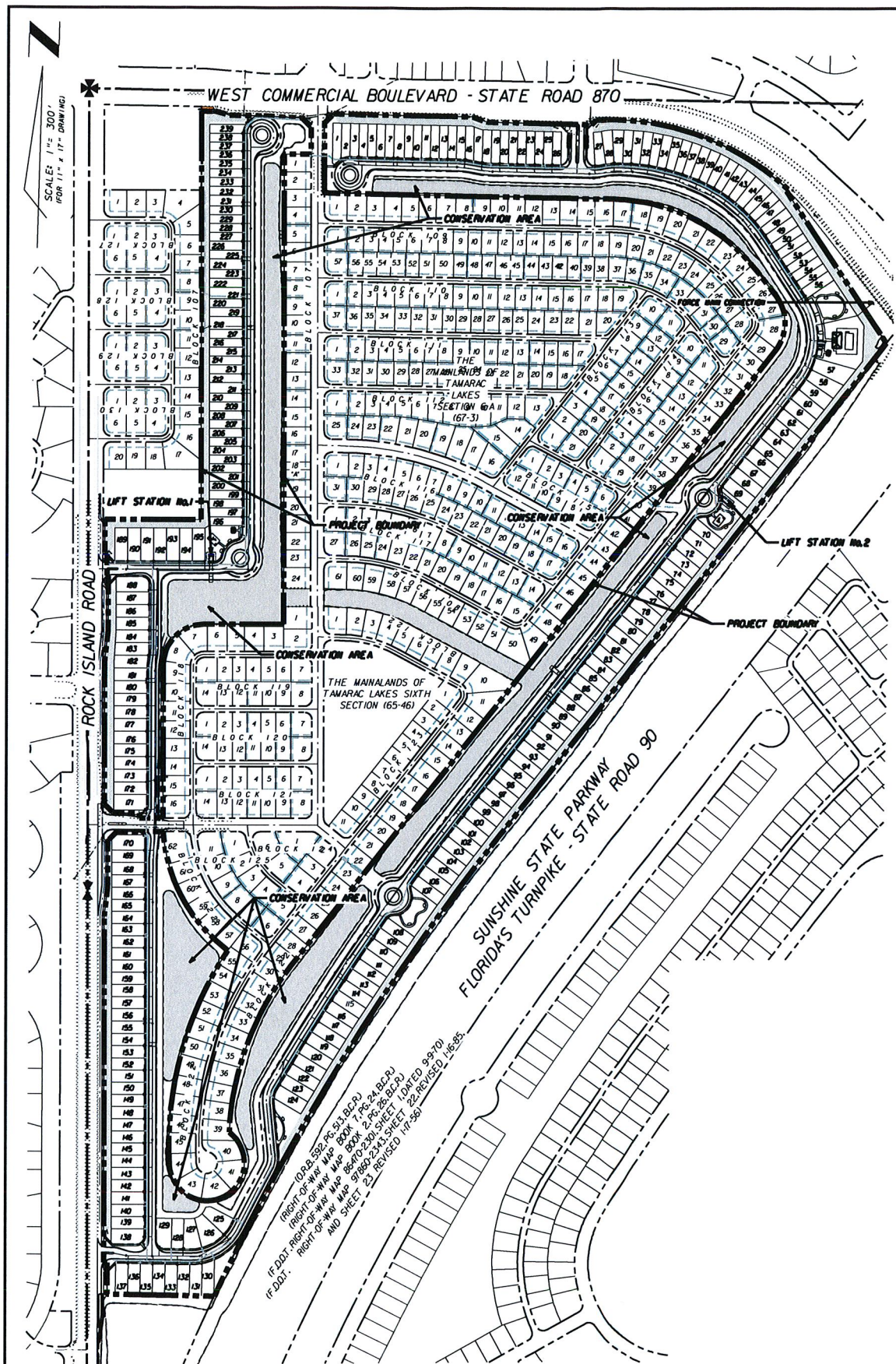
BEGIN AT THE AT THE SOUTHWEST CORNER OF TRACT B-11 OF SAID SABAL PALM BY PRESTIGE;

THENCE N.89°26'59"E., ALONG THE SOUTH LINE OF SAID SABAL PALM BY PRESTIGE, A DISTANCE OF 357.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.66°05'06"E., SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA'S TURNPIKE);

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THE SAID WESTERLY RIGHT OF WAY LINE, HAVING A CENTRAL ANGLE OF 00°01'23" AND A RADIUS OF 7,789.45 FEET FOR AN ARC DISTANCE OF 3.13 FEET TO A POINT ON A NON-TANGENT LINE, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID TRACT 13 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED OFFICIAL RECORDS BOOK 592, PAGE 513 OF THE PUBLIC RECORD OF BROWARD COUNTY, FLORIDA;

THENCE S.89°24'59"W. ALONG SAID NORTH LINE, A DISTANCE OF 356.37 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE FOR ROCK ISLAND ROAD AS SHOWN ON SAID SABAL PALM BY PRESTIGE;

THENCE N.01°30'19"W., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3.06 FEET TO THE POINT OF BEGINNING.



CENTRAL PARC SOUTH
SPL SOUTH HOLDINGS LLC.

OVERALL SITE
EXHIBIT

WINNINGHAM & FRADLEY, INC.
ENGINEERS • PLANNERS • SURVEYORS
1111 N.E. 4th STREET, OAKLAND PARK, FL 33334 • 954.771.7100 FAX: 954.771.0241 www.winfradley.com

EB-0002995
LB-0002995

DRAWN:
CHECKED:

DATE:
DATE:

APPROVED

PROJECT
NUMBER **15006**

SHEET **EXI**

J:\2015\15006-Central Parc South\ADCP\EXHOverall Saver Plan - Bldg.dgn(Del out)

11/16/2015, 3:03:46 PM



Title - TR12735 - IAFF Collective Bargaining Agreement

A Resolution of the City Commission of the City of Tamarac, Florida approving the agreement with the International Association of Firefighters, Local 3080; authorizing the appropriate City officials to execute an agreement with the International Association of Firefighters. Local 3080 for the period from October 1, 2015 through September 30, 2018; authorizing the execution of a mutual consent agreement for the use of insurance premium tax revenues; authorizing the preparation of amendments to Chapter 16 of the City Code for review by the Pension Board and approval by the City Commission; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12735 - Memo	12/2/2015	Cover Memo
▣ TR 12735 - Reso	12/2/2015	Resolution
▣ TR 12735 - Exhibit A	12/2/2015	Exhibit
▣ TR 12735 - Exhibit B	12/2/2015	Exhibit
▣ TR 12735 - Exhibit C	12/2/2015	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
HUMAN RESOURCES DEPARTMENT**

**TO: Michael C. Cernech,
City Manager**

DATE: December 1, 2015

**FROM: Maria Swanson, Director of
Human Resources**

**RE: Collective Bargaining Agreement
between the City and the
International Association of
Firefighters (IAFF)**

Recommendation:

I recommend the execution of the attached Agreement between the City of Tamarac and the International Association of Firefighters (IAFF), Local 3080 for the period of October 1, 2015 to September 30, 2018. Funding for the cost of this Agreement was planned for and appropriated in the approved FY 2016 Budget, and will be incorporated in the proposed FY 2017-2018 biennial Budget.

Issue:

Approval of a three (3) year Collective Bargaining Agreement with the IAFF, Local 3080.

Background:

The Collective Bargaining Agreement (CBA) between the City of Tamarac and the International Association of Firefighters (IAFF), Local 3080 expired on September 30, 2015. The City Manager appointed a negotiating team to renegotiate this collective bargaining agreement including Special Counsel for Labor Robert Soloff, Fire Chief Michael Burton, Assistant Fire Chiefs Percy Sayles and Jeff Moral, Division Chief Steve Stillwell, Battalion Chief Mike Annese, HR Analyst Whitney Neff, Accounting Supervisor Rick Spencer and I. The team was also assisted by staff from the Financial Services, Fire Rescue, and Human Resources Departments, including Financial Services Director Mark Mason, Battalion Chiefs Jim Megna and Eric Viveros and Administrative Coordinator Judith Henry.

Financial and operational issues were discussed with the City Commission in executive session twice throughout the period of negotiations.

Negotiations with the IAFF began in July 2015 and continued for a total of 10 negotiation sessions. The City's primary focus in these negotiations was modifying the pay period to better track the Fair Labor Standards Act 207(k) exemption to enhance administrative efficiency, tailoring incentives to be better match the City's operational needs, improve the educational reimbursement program, and making some changes to the Firefighter's Pension Plan. Finally, the City and the IAFF have agreed that all Insurance Premium Tax Revenues, whether base premium tax revenue or additional premium tax revenue, received by the City will be used by the City to meet its annual Actuarial Required Contribution (ARC) to the Firefighter's Pension Fund.

In summary, the City and the IAFF agreed to certain operational changes which will improve the departmental operations and compensation adjustments that provide some Pay Plan increases in the next three years of the contract. This was the first time in 6 years that there was an across-the-board increase proposed in the Firefighter's Pay Plan, for a total of 2.25% for each of the three years.

On November 20, 2015, the City and IAFF representative tentatively agreed to a new Collective Bargaining Agreement. The CBA was ratified by the employees on December 2, 2015.

The proposed changes are described below:

Article 3 - Terms of Agreement

October 1, 2015 through September 30, 2018 – 3 year contract.

Article 5 - Grievance Procedure

Updated official Grievance Form for clarity and ease of use.

Article 8 - Wages

Across-the-board annual pay increase of 2.25% for three (3) contract years.

Effective July 1, 2016, the addition of a 1.5% increase in the Pay Plan only for the two highest steps in each rank.

Effective July 1, 2016, the addition of a Step 12 to the Captain rank of 1.5% to be effective for topped out employee's on the employee's anniversary date upon meeting all other step eligibility requirements.

Article 10 - Overtime Pay

Conversion of two (2) week pay period to twenty-one (21) day pay cycle in accordance with the Fair Labor Standards Act 207(k) exemption to enhance administrative efficiency.

Establish how Battalion Chief vacancy will be filled with respect to calling overtime.

Article 12 - Basic Work Week

Deletes reference to Shift Supervisor.

Provides that personnel may not work over 39 continuous hours.

Article 13 - Working Out of Title

Increases Acting Out of Title Pay by \$0.10 per hour.

Deletes references to Shift Supervisor.

Article 16 - Medical Coverage Program

Updates the cost of the medical benefits paid by employees during calendar year 2016.

Article 17 - Sick Leave

Establishes a Sick Leave Conversion Program with specific restrictions for use.

Article 18 – On the Job Injury

Removes employees' ability to use accrued leave during off time from work due to work-related injury.

Article 19 – Presumed Communicable Diseases

Certain contractually provided presumptions are not in effect during first year of employment.

Article 20 - Wellness Program

Clarifies wellness duties and responsibilities.

Article 24 - Incentives

Update of incentives to more closely align them to the City's operational needs and future requirements, to be phased in over three (3) year contract period.

More clearly describes the verification requirement to establish education only from accredited schools.

Article 25 - Education Reimbursement

Increases the education reimbursement budget from \$37,500 to \$40,000 in recognition of the increasing cost of tuition.

Complete update of the educational reimbursement program to allow all employees to take and be reimbursed for one class, and only if funds remain at year-end can it be used to reimburse employees who have taken additional classes.

Article 32 - Promotional Examinations

Establishes the promotional exam schedule for next three (3) years.

Redefines the eligibility requirements for taking promotional exams for Lieutenant and Captain exams.

Eliminates the use of extra points given for completion of Fire Rescue Officer and related courses to be used to pass written exam.

Establishes bridge program options that will qualify to be used for extra points in promotional exams.

Requires that candidates for Lieutenant and Captain promotional exam must have completed the City's Supervisor in Government Training Series.

Article 33 – Promotional Probation

Establishes that candidates who are promoted to Fire Rescue from other City departments must serve a one-year probationary period.

Article 45 – Non-Discrimination

Adds pregnancy and gender identity and expression to this article in order to be consistent with the City's Equal Employment Opportunity and Prohibited Discrimination Policy.

Mutual Consent Agreement

The City and the IAFF, Local 3080 mutually consent and agree that the use of all insurance premium tax revenues, whether base premium tax revenue or additional premium tax revenue, received by the City will be used by the City to meet its annual actuarial required contributions to the City of Tamarac's Firefighter's Pension Plan via separate Mutual Consent Agreement (see attached.)

Pension Ordinance

The City and the IAFF have also agreed to support changes to the Pension Ordinance as noted below:

- Effective 1/1/2016 - Adds eligibility for DROP at 18 years of service and age 55 with the same maximum DROP period of 5 years; and
- Effective 1/1/2016 - Eliminates the Retirement Subsidy (Section 16.515) for deferred vested plan participants; and
- Effective 1/1/2016 – Modifies the Supplemental Pension (Section 16.516) for all plan participants who retire (or enter DROP) to provide such benefit only if the participant has a balance of 200 hours or more of unpaid sick leave upon separation of service.

- Pension Ordinance amendments will be drafted and presented to the City Commission for approval in early 2016.

Fiscal Impact:

Funds are available to cover the costs of this agreement in the City's FY 2016 approved budget. The proposed CBA will allow the City to meet its budget requirements for FY 2016 and in the proposed biennial FY 2017-2018 budget years.

CC: Michael C. Cernech, City Manager
Diane Phillips, Assistant City Manager
Mike Burton, Fire Chief

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3080; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3080 FOR THE PERIOD FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018; AUTHORIZING THE EXECUTION OF A MUTUAL CONSENT AGREEMENT DESCRIBING THE USE OF INSURANCE PREMIUM TAX REVENUES; AUTHORIZING THE PREPARATION OF AMENDMENTS TO CHAPTER 16 OF THE CITY CODE FOR REVIEW BY THE PENSION BOARD AND APPROVAL BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Agreement between the City of Tamarac and the International Association of Firefighters (IAFF) expired September 30, 2015; and

WHEREAS, the City of Tamarac created a negotiating team to renegotiate the Agreement; and

WHEREAS, the negotiating team consisted of Special Counsel for Labor Robert Soloff, Director of Human Resources Maria Swanson, Fire Chief Michael Burton, Assistant Fire Chiefs Percy Sayles and Jeff Moral, Battalion Chief Steve Stillwell, Battalion Chief Mike Annese, HR Analyst Whitney Neff, Accounting Supervisor Rick Spencer and others; and

WHEREAS, the City of Tamarac and the IAFF have collectively bargained in good faith and have reduced said bargaining to an Agreement attached hereto as Exhibit A; and

WHEREAS, on December 2, 2015, the employees covered by this Agreement, ratified the Agreement; and

WHEREAS, it is the recommendation of the City Manager and the negotiating team to approve the Agreement; and

WHEREAS, as a condition of the acceptance and ratification of the Agreement, the City and the IAFF will execute a Mutual Consent Agreement consistent with the requirements of Chapter No 2015-39, Laws of Florida, regarding the use of Premium Tax Revenue requiring that all Insurance Premium Tax Revenues, whether base premium tax revenue or additional premium tax revenue, received by the City will be used by the City to meet its Annual Required Contribution to the Firefighter's Pension Fund as outlined in the attached letter attached hereto as Exhibit B; and

WHEREAS, as a condition of the acceptance and ratification of the Agreement, the City and the IAFF have agreed to make certain amendments to Chapter 16 of the Code of the City of Tamarac (the Pension Ordinance) effective January 1, 2016, as agreed and providing for changes to the Firefighter's Pension Plan as outlined in the attached letter attached hereto as Exhibit C; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the Agreement and provide for its proper execution.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made as specific part of this Resolution.

SECTION 2: That the City Commission hereby approves the Agreement attached hereto and incorporated herein as Exhibit A by and between the City of Tamarac and the International Association of Firefighters, Local 3080 for the period from October 1, 2015 through September 30, 2018.

SECTION 3: That since the members of the Bargaining Unit ratified the Agreement on December 2, 2015 the appropriate City Officials are hereby authorized to execute said Agreement on behalf of the City of Tamarac.

SECTION 4: That the City and the IAFF will execute the Mutual Consent Agreement regarding the use of all Insurance Premium Tax Revenues, attached hereto and incorporated herein as Exhibit B with any final language revisions approved by the City Manager and City Attorney.

SECTION 5: That the City will prepare amendments to Chapter 16 of the Code of the City of Tamarac (the Pension Ordinance) for review by the Pension Board and the City Commission as outlined in Exhibit C attached hereto and incorporated herein.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or

invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of ,2015.

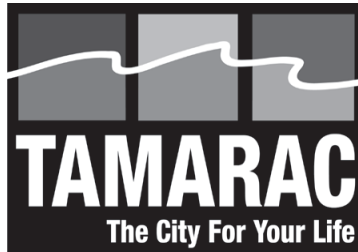
HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
Approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY



CONTRACT

BETWEEN

THE CITY OF TAMARAC

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

***EFFECTIVE OCTOBER 1, 2015 THROUGH
SEPTEMBER 30, 2018***

TABLE OF CONTENTS

<u>TITLE</u>	<u>ARTICLE #</u>	<u>PAGE #</u>
Agreement	1	1
Recognition	2	2
Reopener Clause	3	3
Management Rights	4	4
Grievance Procedure	5	5-8
Arbitration	6	9
Check-off	7	10-11
Wages	8	12-14
Longevity Pay	9	15
Overtime Pay	10	16
Call-back Pay	11	17
Basic Work Week	12	18
Working out of Title	13	19
Vacation	14	20
Holidays	15	21
Medical Coverage	16	22
Sick Leave	17	23-24
On-the-Job Injury	18	25
Presumed Communicable Diseases	19	26
Wellness Program	20	27
Substance Abuse	21	28
Time Pool Bank	22	29
Leaves of Absence	23	30
Incentives	24	31-33
Education Reimbursement Program	25	34
Bereavement Leave	26	35

<u>TITLE</u>	<u>ARTICLE #</u>	<u>PAGE #</u>
Uniforms	27	36-37
Termination of Benefits	28	38
Probationary Period/ Employee (New Hire)	29	39
Seniority	30	40
Personnel Reduction	31	41
Promotional Examinations	32	42-45
Promotional Probation	33	46
Union Business	34	47
Employee Rights	35	48
Rules and Regulations	36	49
Firefighters Bill of Rights	37	50
Drills and Training	38	51
Maintenance Day	39	52
Job Duties	40	53
Civil Suits	41	54
Bulletin Boards	42	55
Work Stoppages	43	56
Special Operations	44	57
Non-discrimination	45	58
Services to the Union	46	59
Civil Emergency	47	60
Severability Clause	48	61
Kelly Days	49	62
Paramedic Assignment Pay	50	63
Terms of Agreement	51	64

ARTICLE 1

AGREEMENT

1.1 This Agreement is entered into by Tamarac, Florida, hereinafter referred to as the "City" and Local 3080 of the International Association of Firefighters hereinafter referred to as the "Union". It is the purpose of this Agreement to promote harmonious relations between the City and its employees and to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours, and other conditions of employment for employees covered by this Agreement.

ARTICLE 2
RECOGNITION

2.1 The City hereby recognizes the Union as the exclusive bargaining representative for all employees in the following appropriate unit:

INCLUDED: All full-time Firefighters, Driver/Engineers, Lieutenants, Fire Inspectors, Logistics Officer (if certified), Captain

ARTICLE 3

REOPENER CLAUSE

3.1 The term of this Agreement shall be three (3) years beginning October 1, 2015 and ending September 30, 2018.

3.2 No other articles shall be opened for negotiations during the term of this Contract except those mutually agreed upon by the Union and the City.

3.3 The Union and the City agree to initiate collective bargaining by July 15th in the final year of the collective bargaining agreement.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 In a mutual effort to provide a harmonious working relationship between the parties to this contract, it is agreed and understood there shall be a procedure for the resolution of grievances involving the application or interpretation of this Contract and grievances involving discharge, suspension, or disciplinary demotion or terms and conditions of employment as provided by this Contract.

5.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Failure to observe the prescribed time limits by either party shall result in the grievance proceeding to the next step of the grievance procedure with a written explanation attached. Any decision not appealed or any grievance settled, other than one settled through binding arbitration shall not constitute a precedent for the interpretation of this contract nor shall it be used as a basis for a future decision.

5.3 Grievances shall be presented in the following manner:

Step 1 The employee shall present the grievance to their immediate supervisor within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance. Such contact shall be in writing using the "Official Grievance Form". The grievance form shall specify the exact article which has been violated and the specific remedy requested. A Union Official may accompany an employee through each step of the grievance procedure. The immediate supervisor shall render a decision in writing within ten (10) calendar days and provide the written response to the grievant and the Union Official.

Step 2 Any grievance which is not satisfactorily settled with the immediate supervisor shall be signed by a Union Official and forwarded to a Battalion Chief within ten (10) calendar days after the completion of Step 1. The Battalion Chief shall render a decision in writing within ten (10) calendar days (or such longer period as mutually agreed upon) and provide the written response to the grievant and the Union Official.

Step 3 In the event the employee is not satisfied with the disposition of the grievance in Step 2, he/she shall have the option to appeal the disposition to the Fire Chief or his/her designee within ten (10) calendar days after the close of Step 2. The appeal shall contain copies of all previous steps. The Fire Chief or his/her designee shall render his/her decision within ten (10) calendar days of the filing of the appeal (or such longer period as mutually agreed upon) and provide the written response to the grievant and the Union Official.

Step 4 In the event Step 3 does not satisfy the employee, then an appeal may be submitted to the City Manager or his/her designee within ten (10) calendar days after the close of Step 3. The City Manager or his/her designee shall render a decision within twenty (20) calendar days (or such longer period as mutually agreed upon) and provide the written response to the grievant and the Union Official.

5.4 When a grievance is general in nature or is directly between the local union and the department and the City, then the written grievance shall be signed by a Union Official and shall be presented to the Fire Chief or his/her designee within the time limits provided for aggrieved employees or the representative of the local union. Thereafter, the grievance shall be processed in accordance with the procedures in Steps 3 and 4.

5.5 The parties desire to give this collective bargaining contract the maximum force and effect and

do hereby agree that this grievance procedure shall be the sole and exclusive method of resolving any dispute concerning interpretation or application of any provision of this contract. In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above, the arbitration procedure set forth in the Arbitration Article shall also apply, if invoked.

5.6 The union will not be required to process grievances for non-union employees.

5.7 Transmission of grievance responses via facsimile requires telephonic notification prior to the transmission, subject to the receiving party agreeing to receive the response via facsimile. The receiving party will not unreasonably withhold agreement to the transmission of the response via facsimile.

5.8 The original submission of a grievance may not be submitted via facsimile and the original grievance form shall continue to be the official grievance, with applicable documentation and original signatures affixed thereon.

Grievance # _____

OFFICIAL GRIEVANCE FORM

Before completing this form, carefully read the provision of Article 5 in the Contract.
Please type or print clearly. Use additional paper if necessary.

GRIEVANT INFORMATION

NAME:	RANK:
STATION:	SHIFT:

GRIEVANCE TYPE

INDIVIDUAL <input type="checkbox"/>	CLASS ACTION <input type="checkbox"/> (Start at Step Three)
-------------------------------------	---

STEP ONE GRIEVANCE

MUST BE PRESENTED TO IMMEDIATE SUPERVISOR WITHIN TEN (10) DAYS OF OCCURRENCE
SUPERVISOR MUST RESPOND WITHIN TEN (10) DAYS OF RECEIPT

Briefly Describe Situation: _____		
Article/Section Violated: _____ Remedy Requested: _____		
Grievant Name: _____ Grievant Signature: _____ Date: ____ / ____ / ____		
Supervisors Response/Explanation: _____		
Date Received by Supervisor: ____ / ____ / ____	Date Answered by Supervisor: ____ / ____ / ____	Supervisor Signature: _____

RESOLUTION:	ACCEPTED <input type="checkbox"/>	REJECTED <input type="checkbox"/>	Signature of Grievant: _____
	By Grievant	By Grievant	

STEP TWO GRIEVANCE

MUST BE PRESENTED TO BATTALION CHIEF WITHIN TEN (10) DAYS OF SUPERVISOR'S RESPONSE
BATTALION CHIEF MUST RESPOND WITHIN TEN (10) DAYS OF RECEIPT

Battalion Chief's Response/Explanation: _____			
Date Received by Battalion Chief: ____ / ____ / ____	Date Answered by Battalion Chief: ____ / ____ / ____	Signature of Union Official (must be signed prior to submission to BC): _____	
RESOLUTION:	ACCEPTED <input type="checkbox"/>	REJECTED <input type="checkbox"/>	Signature of Grievant: _____
	By Grievant	By Grievant	

OFFICIAL GRIEVANCE FORM**STEP THREE GRIEVANCE**

MUST BE PRESENTED TO THE FIRE CHIEF WITHIN TEN (10) DAYS OF BATTALION CHIEF'S RESPONSE
FIRE CHIEF MUST RESPOND WITHIN TEN (10) DAYS OF RECEIPT

Fire Chief's Response/Explanation: _____

Date Received by Fire Chief: ____ / ____ / ____	Date Answered by Fire Chief: ____ / ____ / ____	Signature of Union Official: _____
--	--	---------------------------------------

RESOLUTION:	ACCEPTED <input type="checkbox"/>	REJECTED <input type="checkbox"/>	Signature (by Grievant, or Union Official if Class Action): _____
--------------------	-----------------------------------	-----------------------------------	---

STEP FOUR GRIEVANCE

MUST BE PRESENTED TO THE CITY MANAGER OR DESIGNEE WITHIN TEN (10) DAYS OF FIRE CHIEF'S RESPONSE
CITY MANAGER/DESIGNEE MUST RESPOND WITHIN TWENTY (20) DAYS OF RECEIPT

City Manager /Designee's Response/Explanation: _____

Date Received: ____ / ____ / ____	Date Answered: ____ / ____ / ____	Signature of Union Official: _____
--------------------------------------	--------------------------------------	---------------------------------------

RESOLUTION:	ACCEPTED <input type="checkbox"/>	REJECTED <input type="checkbox"/>	Signature (by Grievant or Union Official if Class Action): _____
--------------------	-----------------------------------	-----------------------------------	--

ARBITRATION

ARBITRATION MUST BE FILED WITHIN 15 DAYS OF CITY MANAGER/DESIGNEE ANSWER

Request for Arbitration submitted on : Date: _____	By (Signature of Authorized Union Representative) _____
---	--

Arbitration Request Received on: Date: _____	By (Signature of Authorized Union Representative) _____
---	--

ARTICLE 6

ARBITRATION

6.1 In the event a grievance processed through the Grievance Procedure set forth in Article 5 has not been resolved, the grievant may submit the grievance to arbitration within fifteen (15) administrative working days after the City Manager or his/her designee renders a written decision on the grievance. Arbitrator may be one impartial person mutually agreed upon by the parties. In the event parties are unable to agree upon said arbitrator within ten (10) administrative working days, the parties shall jointly request the Federal Mediation and Conciliation Service or American Arbitration Association to furnish a panel of seven (7) persons resident in Florida from which each party shall have the option of alternatively striking names thus leaving the seventh (7) which will give a neutral or impartial arbitrator.

6.2 The parties shall make their choice of the impartial arbitrator within five (5) administrative working days after the receipt of the panel from the Federal Mediation and Conciliation Service or the American Arbitration Association.

6.3 The City and the employee (or the Union) shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree upon the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine its consideration and determination to the written statement of the grievance presented in Step 1 of the Grievance Procedure.

6.4 The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this contract or any part thereof or amendment thereto. The arbitrator shall have no authority to rule upon any matter which is stated in this contract not to be subject to arbitration, nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede or be in conflict with applicable laws in existence at the time of signing of this contract except to the extent as specifically provided herein. In the event there is a dispute concerning whether or not there is a conflict with applicable laws, it shall be submitted to Arbitration.

6.5 The decision of the arbitrator shall be final and binding.

6.6 Each party shall bear the expense of its own witnesses and of its representatives. The impartial arbitrator's fee and related expenses and expense of obtaining a hearing room, if any, shall be paid by the losing party. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost.

6.7 For the purposes of this Article, administrative working days shall mean Monday through Friday.

ARTICLE 7

CHECK-OFF

7.1 Any member of the Union who is covered by this Agreement and who has submitted a properly executed dues deduction card in accordance with the below-prescribed format may, by request in writing, have his/her membership dues in the Union deducted from his/her wages. Dues shall be deducted bi-weekly and shall be transmitted to the Union within thirty (30) days. If an employee does not have a payroll check due him/her, or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that month.

7.2 The City shall have neither responsibility nor liability for any monies once sent to the Union, nor shall the City have any responsibility for the improper deduction of dues. The Union shall hold the City harmless against any and all claims made and against any suits instituted against the City on account of this Article.

7.3 The Union shall notify the City of the amount of Union dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union.

7.4 It shall be the responsibility of the Union to notify the Finance Director, in writing, of any change in the amount of dues to be deducted at least (30) days in advance of said change. Under no circumstances shall the City be required to deduct initiation fees or Union fines, penalties or assessments from the wages of any member.

7.5 Any member of the Union may, on thirty (30) days' notice to the City and the Union, request that the City cease deducting from his/her wages. A Union official (President, Vice President, Secretary Treasurer, or District President) shall verify by a form to be provided in this Contract that the member has notified the Union of the request to cease deducting dues.

7.6 A request for dues deduction must be submitted to the City on the following form:

AUTHORIZATION FOR DEDUCTION OF IAFF DUES

I hereby authorize the City of Tamarac to deduct from my wages, bi-weekly, the current normal IAFF dues and to transmit this amount to the Treasurer of the Local 3080, International Association of Firefighters.

I understand that this Authorization is voluntary and that I may revoke at any time by giving the City notice in writing.

Name

Date

Signature

A request to the City to cease dues deduction must be submitted to the City on the following form:

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF IAFF DUES

I hereby instruct the City of Tamarac to stop deducting from my wages bi-weekly the current normal dues for Local 3080, International Association of Firefighters. I have notified Local 3080 of the revocation.

Name

Date

Signature

VERIFICATION OF NOTICE TO UNION REGARDING DUES DEDUCTION

I, _____, _____ of the IAFF Local 3080
verify that _____ has notified the Union of his/her
wages.

Signature

Date

ARTICLE 8

WAGES

8.1 Firefighter, Fire Inspector, Driver Engineer, Lieutenant, Captain.

The pay plan for Firefighters, Fire Inspectors, Driver Engineers, Lieutenants and Captains is attached as Appendix A. The pay plan incorporates the ten percent (10%) paramedic pay previously specified in Article 50 and the five percent (5%) EMT incentive pay previously specified in Article 24. Current inspectors who are not EMTs shall be paid five percent (5%) below the hourly rate listed in the pay plan. The pay plan includes an additional five percent (5%) adjustment in the pay rate for those employees who are permanently assigned to a 40 hour work week.

Employees are required to meet all of the job qualifications of the particular step prior to being advanced to the next step. Required experience will be calculated from the effective date of advancement from the prior step.

A step increase shall become effective upon the date that all requirements have been met.

8.2 Eligibility for Firefighters to move from the initial hiring step, i.e. the probationary step include: the successful completion of probation, as determined by the Fire Chief, including Paramedic Precepting Program, demonstrated proficiency in Fire Operations by passing Minimum Company Standards Evaluation. Until probationary Firefighter/Paramedics successfully complete the Paramedic Precepting Program and pass all Minimum Company Standards Evaluations, as determined by the Fire Chief, their hourly pay shall be 5% below Step 1 of the Firefighter Paramedic Pay Plan. Employees who successfully complete the Paramedic Precepting Program and meet Minimum Company Standards within their first year, and then successfully complete their 12-month probationary period and are recommended for regular status in accordance with Article 29 are considered to have completed Step 1 and are eligible to move to Step 2 in the Pay Plan on the one-year anniversary.

8.3 Eligibility for Fire Inspectors to move from the initial hiring step, i.e. the probationary step include: the successful completion of probation, as determined by the Fire Chief and demonstrated proficiency in Fire Operations by passing Minimum Company Standards Evaluation.

8.4 Eligibility requirements* for Firefighters and Fire Inspectors to move from one step to the next step includes: one (1) year in the current step, and three additional (3) credits** in a Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, or Fire Protection in course work at the National Fire Academy, the State Fire Academy, other accredited educational institution, or training facility approved by the Fire Chief. If the course work is an elective course it must be a viable option to fulfill a degree requirement in one of the above degrees. It is the parties' understanding that accredited educational institutions only include colleges and universities which are accredited by recognized, well established entities.

OR

One (1) year in the current step and one (1) additional course** in the following specific areas (for credit or certificate): Apparatus Operator, Aerial Apparatus Operator, Incident Command, or Safety Officer, as approved by the Fire Chief.

8.5 Eligibility requirements* for Driver/Engineer to move from one step to the next step include:

One year as Driver/Engineer in the previous step and successful completion of the educational requirements for Firefighter maximum step.

OR

One year as a Driver/Engineer in the previous step and three (3) additional credits** in a Fire Science,

EMS, Nursing, Emergency Administration and Management, Public Safety Administration, Fire Protection in course work at the National Fire Academy, the State Fire Academy, other accredited educational institution, or training facility approved by the Fire Chief. If the course work is an elective course it must be a viable option to fulfill a degree requirement in one of the above degrees. It is the parties' understanding that accredited educational institutions only include colleges and universities which are accredited by recognized, well established entities.

OR

One year as a Driver/Engineer in the previous step and one (1) additional course** in the following specific areas (for credit or certificate): Apparatus Operator, Aerial Apparatus Operator, Incident Command or Safety Officer, as approved by the Fire Chief.

* Employees who have obtained a State of Florida Fire Officer 1 Certification, an Associates or Bachelor's Degree in Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, Fire Protection, or an equivalent number of credits necessary to meet the requirements of Firefighter maximum step are deemed to have met the requirements for the eligibility requirements as specified in 8.4 and 8.5. Otherwise, educational requirements are considered to be either three (3) credits in a Fire Science, Nursing, Emergency Administration and Management, Public Safety Administration, Fire Protection or EMS Program in course work at the National Fire Academy, the State Fire Academy, other accredited educational institution, or training facility approved by the Fire Chief or one (1) additional course per firefighter step and can be acquired at any time prior to the advancement to the next step. If the course work is an elective course it must be a viable option to fulfill a degree requirement in one of the above degrees. It is the parties' understanding that accredited educational institutions only include colleges and universities which are accredited by recognized, well established entities.

** Each step requires the separate completion of three (3) credits or one course that is different and in addition to the credits or courses used to meet the requirements of a previous step. EMT or Paramedic credits shall not be used to satisfy the non-elective course requirements. Employees must obtain a "C" or better for non-elective course credits to be applied.

8.6 The requirements for a member to move to the rank of Lieutenant or Captain include the successful completion of the competitive promotional process and selection by the Fire Chief. Lieutenants and Captains are eligible for a one step increase after each year of service in the step, until reaching the maximum step.

8.7 The educational requirements in Article 8 are the responsibility of the employee and shall not be compensable time unless, in the sole and exclusive discretion of the Fire Chief, courses are scheduled for on-duty training.

8.8 Employees who were eligible for and received the 2.5% longevity adjustment in the previous contract will continue to receive the 2.5% additional pay for the term of this contract.

8.9 A Firefighter who is promoted to Driver/Engineer or Lieutenant shall be placed at the Driver/Engineer Step 1 or the Lieutenant Step 1, respectively, of the classification specified in Appendix A, or at the next higher step which provides an increase of at least five (5) percent to his/her pay specified in Appendix A. A Driver/Engineer who is promoted to Lieutenant shall be placed at the Lieutenant Step 1 of the classification specified in Appendix A, or at the next higher step which provides an increase of at least five (5) percent to his/her rate of pay specified in Appendix A. A Lieutenant who is promoted to Captain shall be placed at the Captain Step 1 of the classification specified in Appendix A, or at the next higher step which provides an increase of at least five (5) percent to his/her rate of pay specified in Appendix A.

8.10 An employee who meets the requirements for and is promoted to any position, and subsequently does not meet the requirements for the position will be demoted to his/her former position or the next lowest position in which a vacancy exists and for which the employee meets the requirements, effective thirty (30) days after the date that the employee does not meet his/her position's requirements. This

thirty (30) day period will begin after the employee returns from long-term FMLA or military leave, if applicable. An additional extension of thirty (30) days may be requested and will be provided by the Fire Chief if the employee can show he or she is making good faith efforts to meet the requirements. A demoted employee shall be placed at the next lower step for the position to which they are moving in Appendix A which provides a decrease of at least five (5) percent to his/her pay rate. In order for the demoted employee to be subsequently considered for promotion, the demoted employee must be eligible for, take and pass the promotional exam, and be placed on the promotional list in accordance with Article 32.

8.11 The Pay Plan effective October 1, 2015, July 1, 2016, October 1, 2016, and October 1, 2017 is specified in Appendix A.

ARTICLE 9

LONGEVITY PAY

9.1 Longevity will be paid as additional pay through the regular payroll process every two weeks. Longevity pay will be calculated based on the number of years of continuous service with the Fire Rescue Department.

Years	Percentage
8	1%
9	1%
10	2%
11	2%
12	3%
13	3%
14	4%
15	4%
16 and each year thereafter	5%

ARTICLE 10

OVERTIME PAY

The City and the Union agree to the following:

- 10.1 In the event that the need for overtime should occur in the Fire Rescue Department because of vacations, sickness, or other conditions, overtime shall be paid at the rate of one-and-one-half (1-1/2) times the regular rate of pay for hours worked above the one-hundred and forty-four (144) hours listed under an FLSA 207(k) exemption for that twenty-one (21) day period. The new twenty-one (21) day pay period is effective beginning on Saturday, January 9, 2016. Paid sick leave used during the twenty-one (21) day period is the only paid leave that shall not count as hours worked for purposes of calculating overtime.
- 10.2 Overtime is caused when one or more of these three conditions are not met:
- a) All in-service vehicles must be staffed with a company officer or acting company officer from the current promotional list. The Battalion Chief or acting Battalion Chief may also assign other shift members to act as a company officer on a rescue vehicle. There must be two promoted company officers on duty working in the capacity of company officer per shift.
 - b) One Driver/Engineer on duty working in that capacity.
 - c) One certified paramedic who has passed paramedic preceptorship on each rescue unit.
 - d.) In the event that a battalion chief assigned to a 24-hour shift is on leave for the full 24-hour shift AND overtime is required to meet minimum staffing requirements, the vacancy shall be filled for the entire 24-hour period.

Except as specified in this article, current overtime assignment practices will continue to the extent that circumstances are the same. If an employee accepts an overtime assignment for less than twelve (12) hours, then he shall not lose his position on the overtime list. He shall still be able to accept another overtime assignment of up to twenty-four (24) hours before moving to the bottom of the overtime list. Employees who were not contacted will not lose their positions on the list.

10.3 Except for mutuals, personnel shall not be scheduled for more than thirty-six hours (or thirty-nine hours) of continuous on-duty status, unless the Fire Chief or his designee specifically approves.

10.4 The Union is responsible for maintaining accurate overtime rosters for: Company Officer, Driver/Engineer, Firefighter, and Fire Inspector, until Telestaff, Executime or other City timekeeping system is operational.

10.5 Overtime assignments will be made on a position for position basis, i.e. the same rank or those on the promotional list or those on the acting list for the rank which caused the need for the overtime. Employees shall work out of title as acting company officer on transport units.

10.6 Non-shift employees shall be compensated at one-and-a-half times their regular rate of pay for hours worked (or where paid leave, except sick leave, is granted by the City) in excess of forty (40) hours during the workweek. Paid sick leave shall not count as hours worked for purposes of calculating overtime.

ARTICLE 11

CALL-BACK PAY

11.1 All Fire Rescue Department employees covered by the terms of this Agreement who are called back to work after the completion of their regular shift will receive a minimum of three (3) hours of call-back pay at one and one-half (1-1/2) times their regular rate of pay.

11.2 Reporting to work early or being held over after a work shift e.g. being required to work for a period of time which is outside the normal shift but contiguous to the normal shift, is not a call-back and is not subject to call-back pay. However, an employee will not be entitled to call-back pay if he/she is ordered to work before or after his/her scheduled shift if the employee is already in or at the Fire Station or work location at the time the employee is ordered to work.

11.3 When the Department provides at least seven (7) days advance notice, employees who are scheduled to work outside of a regularly scheduled work shift shall not be entitled to any call-back pay, and will be paid for the hours worked, as appropriate.

11.4 Off-duty employees who are requested to appear by or on behalf of the City for inquiries, investigations, or any other type of meeting as a result of actions taken or observations made while on duty, shall be paid a minimum of three (3) hours at one and one half (1-1/2) times their regular rate of pay, provided that the appropriate chief officer is notified prior to the employee's appearance.

ARTICLE 12

BASIC WORK WEEK

12.1 The normal work week for the term of this contract shall be no more than an average of forty-eight (48) hours.

12.2 Employees regularly scheduled to work a 24 hour shift shall do so, commencing at 0800 hours, with 48 hours of regularly scheduled time off after the completion of each shift. Those serving in the capacity of acting battalion chief may be required to work a schedule commencing at 7:30 a.m.

12.3 The normal work week for personnel not assigned to a forty eight (48) hour work week shall be forty (40) hours.

12.4 Except for mutuals, personnel shall not be scheduled for more than thirty-six hours (or thirty-nine hours based on operational need) of continuous on-duty status, unless the Fire Chief or his designee specifically approves.

12.5 The City will endeavor to provide as much notice as is reasonably possible prior to implementing a change in shift or a change from shift to a 40 hour work week.

12.6 Members of the bargaining unit, whose normal work week is 48 hours and who are temporarily assigned by the Chief to a 40 hour work week to accomplish an operational need of the department (except light duty or remediation) which is outside of their shift and is for a period of time in excess of 40 hours will receive an additional 5% pay over their base rate of pay for the duration of the operational assignment.

ARTICLE 13

WORKING OUT OF TITLE

13.1 Except as otherwise set forth below, when an employee is assigned to work in a higher classification, he/she shall be paid an additional one dollar and sixty cents (\$1.60) per hour for the higher classification.

13.2 Members who are on current lists for positions of Driver, Lieutenant and Captain shall work out of title in those positions, as assigned. The Battalion Chief or acting Battalion Chief may also assign other shift members to act as a company officer on a rescue vehicle to meet operational needs.

13.3 Personnel not on a promotional list may be assigned to work out of title when an on-duty employee takes unscheduled leave.

13.4 An acting battalion chief is the Lieutenant or Captain assigned on a temporary basis to coordinate and oversee the operation of the shift for the period assigned. An employee assigned as an acting battalion chief will receive additional compensation as outlined in 13.1.

ARTICLE 14

VACATION

14.1 Personnel assigned to a 48 hour work week covered by this Contract shall accrue paid vacation time as follows:

- (a) 0 - 60 months employment: 12 hours for each completed month of service.
- (b) 61 - 120 months employment: 16 hours for each completed month of service.
- (c) Over 120 months employment: 18 hours for each completed month of service.
- (d) Over 240 months employment: 20 hours for each completed month of service.

14.2 Personnel assigned to a 40 hour work week shall accrue paid vacation time for such periods as follows:

- (a) 0 - 60 months of employment: 8 hours for each completed month of service.
- (b) 61 - 120 months of employment: 10 hours for each completed month of service.
- (c) Over 120 months of employment: 12 hours for each completed month of service.
- (d) Over 240 months employment: 14 hours for each completed month of service.

14.3 Vacation leave may be accumulated but not in excess of 500 hours. Vacation leave in excess of the above amount shall be forfeited at the end of the calendar year.

14.4 Any employee who is separated from the service (resignation, death, retirement including entering DROP, or discharge) shall be compensated in cash up to 400 hours of accrued and unused vacation time at his/her regular rate of pay at the time of separation, provided he/she has been approved for benefits by the City Manager.

14.5 Schedules for vacation shall be subject to the approval of the Fire Chief or his designee and shall be based upon the needs of the Department.

14.6 Personnel assigned to a 48 hour work week shall take a minimum of 96 hours of scheduled vacation leave each calendar year after the first year of employment. Failure to take vacation leave of 96 hours shall result in the unused balance (i.e. the difference between the 96 hours minus the actual hours used) of vacation leave being forfeited at the end of the calendar year, unless the Fire Chief allows some carry over for exceptional reasons and upon conditions designated by the Fire Chief.

14.7 All vacation leave or compensatory leave for employees who are scheduled to work 48-hour work weeks must be taken in blocks of 12 hours, commencing either at 0800 hours or 2000 hours, or in 24 hour blocks, commencing at 0800 hours. Vacation and compensatory leave may be approved in 4-hour blocks at the end of the requesting employee's prior shift only if leave slots are available for the next shift. All vacation and compensatory leave for employees who are scheduled to work a 40-hour workweek must be taken in half-hour increments.

14.8 Requests for vacation or compensatory leave in blocks of 4 hours or 6 hours for educational purposes may be granted, with the pre-approval of the Fire Chief.

14.9 If two or more members independently agree to any mutual exchange agreement, it must be in one hour blocks, subject to prior approval by the Battalion Chief. Mutual exchanges shall be permitted on a position for position basis, i.e. the same rank and between employees who are eligible and approved to work in the same capacity. Mutual exchanges shall not incur any costs to the City. A member shall only utilize a maximum of two (2) mutual exchanges in a 24 hour shift.

ARTICLE 15

HOLIDAYS

15.1 All employees covered by this Contract, that are assigned to a 48-hour work week when a holiday occurs, shall receive, in addition to his/her regular pay, eleven (11) hours pay at his/her rate for each of the following holidays:

NEW YEAR'S DAY
MARTIN LUTHER KING'S BIRTHDAY
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS DAY

All employees on a 40 hour work week, covered by this Agreement, shall receive each holiday as a paid day off.

15.2 All employees covered by this Contract shall be allowed twenty-four (24) hours of personal leave accumulated on October 1 of each fiscal year. Personal leave must be scheduled and approved in advance, except for emergencies. Such leave must be taken in the fiscal year which it is awarded. Failure to take this personal leave within the specified time frame shall result in forfeiture of same.

15.3 All accrued holiday pay as of December 1st of each year will be paid in one (1) lump sum on the first pay day in December to all shift personnel.

15.4 All employees who are scheduled to work during a holiday, and who incur any unscheduled leave shall not be entitled to holiday pay for that holiday.

ARTICLE 16

MEDICAL COVERAGE PROGRAM

16.1 The City shall provide group health insurance for its regular full-time employees, covered by this Agreement, subject to the following conditions:

The City may establish, change, supplement and implement the City health insurance program, including but not limited to changes in the Company, benefits, and all costs related thereto. The only exception to the foregoing sentence is that if the City exercises its right to implement any such changes, it will provide reasonable notice and discuss with the Union the explanation of changes and reasons therefore. The City agrees that it will continue as in the past to include the Union in the selection process for any insurance coverage contemplated by this Article.

16.2 The cost of medical benefits paid by employees during calendar year 2016 shall be as follows:

HMO	PAID BY EMPLOYEE MONTHLY
Employee only	\$ 54.20
Employee + Spouse	\$ 270.08
Employee + Child(ren)	\$ 234.12
Family	\$ 294.12
POS	PAID BY EMPLOYEE MONTHLY
Employee only	\$ 118.84
Employee + Spouse	\$ 296.14
Employee + Child(ren)	\$ 256.72
Family	\$ 322.50
PPO	PAID BY EMPLOYEE MONTHLY
Employee only	\$ 105.80
Employee + Spouse	\$ 263.62
Employee + Child(ren)	\$ 228.54
Family	\$ 287.10

16.3 Retirees may continue to participate under the medical insurance program provided by the City, subject to City requirements including paying the full insurance premiums for medical insurance coverage.

16.4 In the event a member is killed in the line of duty or suffers a catastrophic injury as defined in F.S. 440.02 (2002), the City will compensate the member and/or the surviving spouse and dependent children in accordance with F.S. 112.191.

ARTICLE 17

SICK LEAVE

17.1 Sick leave time will be earned at the rate of twelve (12) hours for each month of service based on a forty-eight (48) hour work week. (There will be no limit to the amount of sick leave days accumulated.)

Sick leave shall be granted for the following reasons:

A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his/her position.

B. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee.

C. Enforced quarantine when established by the Department of Health or other competent authority for the period of such quarantine.

17.2 An employee who is absent from work due to an illness or disability may be required to submit a physician's statement of physical illness. When deemed necessary, the Department Head may require proof of any illness.

17.3 An employee hired prior to October 1, 1994, may receive compensation for accrued sick leave based upon the amount accrued by the employee as of September 30, 1994. An employee whose accrued sick leave as of September 30, 1994 is 480 hours or more, may receive compensation for accrued sick leave in excess of 288 hours anytime during his/her employment with the City, or at retirement at the following rate:

<u>ACCUMULATED HOURS</u>	<u>% OF BUY BACK</u>
288 hours - 564 hours	25%
565 hours - 930 hours	50%
Over 930 hours	100%

Employees who have accumulated more than 480 hours as of September 30, 1994 may not be paid for any accumulation beyond their accrued levels as of September 30, 1994.

17.4 Any employee of the bargaining unit who uses no sick time in any one of the four (4) quarters in the fiscal year will receive six (6) additional hours of vacation leave for each quarter in which no sick leave is used, as defined below:

October 1 to December 31;
January 1 to March 31;
April 1 to June 30;
July 1 to September 30.

If any employee uses no sick time at all during any fiscal year, he shall accumulate twelve (12) additional hours for a total of 36 hours for the year.

17.5 All employees assigned to a forty hour work week shall accumulate sick leave at the rate of eight (8) hours per month.

17.6 A regular employee on record and paid status (regularly scheduled to a 48-hour work week) on the last day of the fiscal year (September 30) who has **either**: (1) used twenty-four (24) hours or less of accrued sick leave in that fiscal year **and** has an accrued sick leave balance of 300 hours at the end of that fiscal year **OR** (2) has an accrued sick leave balance of 400 hours at the end of that fiscal year without regard to the number of sick leave hours used during that fiscal year shall be eligible to participate in the firefighter's sick leave conversion program. An employee meeting these requirements may choose to have the City convert to cash up to forty-eight (48) hours of the unused accrued sick leave which accumulated that fiscal year at 60% of the employee's regular rate of pay in effect on the last day of that fiscal year.

17.7 A regular employee on record and paid status (regularly scheduled to a 40-hour work week) on the last day of the fiscal year (September 30) who has **either**: (1) used twenty (20) hours or less of accrued sick leave in that fiscal year **and** has an accrued sick leave balance of 280 hours at the end of that fiscal year **OR** (2) has an accrued sick leave balance of 380 hours at the end of that fiscal year without regard to the number of sick leave hours used during that fiscal year shall be eligible to participate in the firefighter's sick leave conversion program. An employee meeting these requirements may choose to have the City convert to cash up to forty (40) hours of the unused accrued sick leave which accumulated that fiscal year at 60% of the employee's regular rate of pay in effect on the last day of that fiscal year.

17.8 The City's Payroll Office **must** receive written notification by October 31 signed by the employee which states that he/she chooses to exercise this option for the fiscal year ending September 30. The employee forfeits the right to participate for that fiscal year if he/she fails to notify the Payroll Office within the required timeframe.

17.9 Contributions to the Time Pool Bank do not count as hours used for that fiscal year under the conversion program described in Sections 17.6 and 17.7. However, the leave balance remaining after contributions must meet the requirements in 17.6 and 17.7.

ARTICLE 18

ON-THE-JOB INJURY

18.1 Any employee who is disabled in the course of his/her tour of duty with the City of Tamarac's Fire Rescue Department, which disability would be compensated under the Worker's Compensation Statutes shall be compensated under the Worker's Compensation provisions, as set forth in F. S. Chapter 440, as amended.

18.2 An employee, as covered under this contract, shall be paid his/her full salary during the first average Firefighter work week during his/her absence as a result of the work related injury, to include the time lost on the date or shift during which the injury occurred.

18.3 If an employee is unable to return to work after the first week, the City will supplement the employee's Worker Compensation benefits so that the employee shall receive a total of eighty-five percent (85%) of his/her gross hourly rate of pay until such a time as the employee returns to work (either full duty or light duty), terminates, or retires, whichever occurs first. The Worker's Compensation benefit shall be paid directly to the employee, in accordance with applicable law. The remaining portion shall be paid by the City to the employee in compliance with applicable law. Accrued leave may not be used during the period while the supplement equal to eight-five percent (85%) of the employee's gross hourly rate of pay is being paid to the employee.

18.4 Whenever an employee is injured on the job and is on disability leave and becomes physically able to perform some useful light duty work for the City, he/she may be required to do so as a condition to receiving the benefits specified in this Article. Light duty work shall be consistent with the employee's medical limitations and will first be sought within the Fire Rescue Department. If it is not available in the Fire Rescue Department, it may be provided in any other Department. All employees assigned to light duty shall normally work five (5) – eight hour days. All outside employment by employees receiving Worker's Compensation benefits shall require approval by the Fire Chief.

18.5 A member, during their duty period, who presents with chest pain or chest discomfort, possible cardiac issues, respiratory issues, or in the opinion of a treating paramedic has any other potentially serious medical emergency, will have their carbon monoxide levels assessed in the field, and recorded, as soon into the treatment as practicable, in addition to any other assessment and treatment as defined in local medical/trauma protocols, procedures and standard of care. In the event the member is no longer on duty, AND has responded to an emergency incident within the prior 24 hour period, the member is authorized and encouraged to have their carbon monoxide levels assessed in the field, or at the treatment facility, as soon into the treatment as practicable, in addition to any other assessment and treatment as defined in local medical/trauma protocols, procedures and standard of care.

ARTICLE 19

PRESUMED COMMUNICABLE

DISEASES

19.1 Recognizing the Firefighters increased risk to communicable, deadly diseases on the job, the City agrees to the following:

- A. An employee who has at least one (1) year of continuous service and who contracts AIDS, Hepatitis, or Cancer, will be entitled to be compensated as in the "ON-THE-JOB INJURY", Article 18.

ARTICLE 20

WELLNESS PROGRAM

20.1 The Wellness Program will commence at 1600 hours. On Saturday and Sunday, times may vary as directed by Battalion Chief.

20.2 The Wellness Program, medical evaluation program and physical performance program shall be reviewed by a committee composed of two (2) representatives of the Bargaining Unit, two (2) representatives of Administration and these four (4) shall choose a fifth member.

20.3 The committee shall make recommendations annually by March 1st with respect to the following:

- a. Maintaining and replacing necessary equipment or gear including funding recommendations for such; and
- b. The Wellness Program.

20.4 An employee, during his/her period of employment, may be required to undergo periodic medical examinations to determine his/her physical and mental fitness to perform his/her job.

Such periodic medical examinations shall be at the expense of the City.

20.5 Participation in the Wellness Program shall be mandatory.

20.6 All 48-hour employees, other than those medically unable to do so, shall participate in the Wellness Program for at least (1) hour per shift. Those employees assigned to a forty (40) hour work week, other than those medically unable to do so, shall participate in the wellness program for one (1) hour per day, two (2) days per week.

20.7 Physical examinations shall be voluntary for members who were hired on or before February 1, 2004. Members hired on or after February 1, 2004 and members who are on the Special Operations Team shall undergo a mandatory physical examination. Employees who undergo mandatory physical examinations will be compensated for their time and the physical examination will be scheduled at the discretion of the City.

20.8 For those members who undergo mandatory physical examinations, the examining physician will initially discuss the results with the unit member and thereafter, will furnish a written confirmation to the Fire-Rescue Chief that the unit member was examined and the unit member can or cannot perform the essential job requirements of:

- the member's job classification
- the Special Operations assignment.

20.9 The annual physical examination shall be performed by a Fire Rescue Physician which shall be chosen mutually between the City and the Union.

20.10 The record of the annual physical examination shall be retained by the examining physician.

20.11 The City and the Union mutually agree to strive for a healthier and safer environment for all. This would include but not be limited to providing annual employee Fit test, annual employee physicals, and infectious disease control measures in accordance with CDC and NFPA guidelines. Both parties agree to continually pursue other wellness program ideas and options to enhance the health and safety of firefighters.

ARTICLE 21

SUBSTANCE ABUSE

21.1 The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the City of Tamarac Drug and Alcohol Free workplace policy shall be adhered to by all members of the bargaining unit. The City has required all non-bargaining employees to comply with the policy set forth herein. The City of Tamarac shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic, drug or alcohol.

21.2 It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the City's legitimate inquiry into the use of any controlled substance, narcotic, drug or alcohol by its employees.

21.3 All tests shall be conducted in medical laboratories using recognized technologies. In the event an employee's test is positive, a second test shall be conducted to verify the results. If the employee so requests, he/she shall be given a copy of the test results after the employer has received same.

21.4 The results of such test may result in appropriate disciplinary actions, up to and including dismissal, in accordance with the applicable provisions of the City Code, the City Personnel Rules, the City's Drug and Alcohol Free Workplace Policy, and/or the Departmental Rules and Regulations.

21.5 The parties agree that any employee's refusal to submit to toxicology or alcohol testing in accordance with the applicable provisions of the City Code, the City Personnel Rules, the City's Drug and Alcohol Free Workplace Policy, and the Departmental Rules and Regulations shall be subject to disciplinary action up to and including the termination of their employment.

21.6 The City agrees to create an Employee Assistance Program (EAP) and to fund it during the term of this Agreement.

21.7 The Union agrees to comply with the drug and alcohol testing provisions of the Workers' Compensation Law of Florida, as amended. The Union recognizes that the Law provides for drug testing as a part of an examination relating to an on the job injury.

21.8 The City agrees to provide yearly briefings which will cover all aspects of the Drug and Alcohol Free Workplace Policy and employees will be given the opportunity to ask any questions they may have concerning the Policy. All employees covered by this agreement shall be given copies of the City of Tamarac Drug and Alcohol Free Workplace Policy.

ARTICLE 22

TIME POOL BANK

22.1 Upon Union notification to the City of an employee with a long-term illness/injury (including medically required leave due to the employee's pregnancy), the employee will be put on a 40 hour work week during the time period in which the employee is drawing time from the Time Pool Bank.

22.2 Said employee will use one (1) months' time of his/her sick leave (or vacation upon exhaustion of sick leave), and then will become eligible to draw time from the time pool, if approved by the Union Time Pool Committee. The Time Pool will provide up to two (2) months' time per member incident involving long-term illness/injury (including medically required leave due to the employee's pregnancy.)

22.3 After the two (2) months' time pool leave, the employee must use up all his/her accrued time before being eligible for a leave of absence without pay, in accordance with Article 23, Leaves of Absence.

22.4 Upon Union notification to the City of a time assessment of Union member(s), the City will begin the necessary payroll deductions. The City will document and record the employee deduction and accumulation of hours in the time pool. The City will forward a monthly statement to the Union.

22.5 The Union shall promulgate rules and guidelines to administer this article in compliance with all legal requirements to ensure non-discrimination.

ARTICLE 23

LEAVES OF ABSENCE

23.1 Leaves of absence without pay for a period not to exceed forty-five (45) days may be granted to an employee with regular status for any reasonable purpose by the City Manager or his/her designee. Such leaves may be renewed or extended for any reasonable purpose not to exceed one (1) year.

23.2 Any employee may, upon request, be granted a leave of absence without pay by the City Manager or his/her designee for educational purposes at an accredited institution when it is related to his/her employment. The period, not to exceed one (1) year may be renewed at the request of the employee.

23.3 Leaves of absence, with or without pay, may also be granted to employees by the City Manager or his/her designee if it is determined that it is for educational purposes to attend conferences, seminars, briefing sessions or other job-related activities of a similar nature which are intended to improve or upgrade individual skill or professional ability.

23.4 Any employee who is a member of the National Guard or Military Reserve Forces of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties, shall be granted a leave of absence with pay as provided by Florida Statutes.

23.5 Any employee who is on duly authorized paid leave of absence will continue to maintain all benefits including seniority, and health benefits. All job-related benefits will cease when an employee's leave of absence is in excess of thirty (30) days. Any member may elect to continue hospital and/or personal insurance plans by personally making future payments for this coverage.

23.6 No employees shall accrue seniority, vacation or sick leave credits while on an authorized leave of absence. Upon reinstatement, these benefits will be at the level they were at the beginning of the leave and will accrue at the same rate as prior to the authorized leave.

23.7 The City shall comply with the Family and Medical Leave Act.

ARTICLE 24

INCENTIVES

24.1 Incentives will be paid as additional pay through the regular payroll process every two weeks as detailed in Article 24.2.

24.2 Incentives for the following educational achievements or certifications will be paid in the regular paycheck every two weeks.

A. Effective 10/1/2015, only one incentive of \$650 (\$25 in the regular paycheck every two weeks) shall be provided to employees who have achieved one of the following certifications:

1. Florida Fire Service Instructor I, II or III, as defined in Florida Administrative Code 69A-37.059
2. Fire Officer II or III, as defined in Florida Administrative Code 69A-37.065.
3. Fire Safety Inspector II as defined in Florida Administrative Code 69A-37.065.

Maintenance of these certifications is the sole responsibility of the person holding the certification.

B. Effective 10-1-2017, only one incentive shall be provided in the below amount to employees who have achieved one of the following certifications:

1. \$650 (\$25 in the regular paycheck every two weeks) for Florida Fire Service Instructor I as defined in Florida Administrative Code 69A-37.059
2. \$650 (\$25 in the regular paycheck every two weeks) for Florida Fire Service Instructor II, as defined in Florida Administrative Code 69A-37.059
3. \$750 (\$28.85 in the regular paycheck every two weeks) for Florida Fire Service Instructor II with Live Fire Training Instructor rating, as defined in Florida Administrative Code 69A-37.059 and 69A-37-407.
4. \$800 (\$30.77 in the regular paycheck every two weeks) for Florida Fire Service Instructor III, as defined in Florida Administrative Code 69A-37.059
5. \$650 (\$25 in the regular paycheck every two weeks) for Fire Officer II, as defined in Florida Administrative Code 69A-37.065
6. \$800 (\$30.77 in the regular paycheck every two weeks) for Fire Officer III, or higher, as defined in Florida Administrative Code 69A-37.065

7. \$750 (\$28.85 in the regular paycheck every two weeks) for Fire Safety Inspector II, or higher, as defined in Florida Administrative Code 69A-37.065.

Maintenance of these certifications is the sole responsibility of the person holding the certification.

- C. Effective 10-1-2018, only one incentive shall be provided in the below amount to employees who have achieved one of the following certifications:

1. \$550 (\$21.16 in the regular paycheck every two weeks) for Florida Fire Service Instructor II as defined in Florida Administrative Code 69A-37.059
2. \$750 (\$28.85 in the regular paycheck every two weeks) for Florida Fire Service Instructor II with Live Fire Training Instructor rating, as defined in Florida Administrative Code 69A-37.059 and 69A-37-407.
3. \$800 (\$30.77 in the regular paycheck every two weeks) for Florida Fire Service Instructor III as defined in Florida Administrative Code 69A-37.059
4. \$650 (\$25 in the regular paycheck every two weeks) for Fire Officer II, as defined in Florida Administrative Code 69A-37.065
5. \$900 (\$34.62 in the regular paycheck every two weeks) Fire Officer III, as defined in Florida Administrative Code 69A-37.065
6. \$1,000 (\$38.47 in the regular paycheck every two weeks) Fire Officer IV, or higher, as defined in Florida Administrative Code 69A-37.065
7. \$850 (\$32.70 in the regular paycheck every two weeks) for Fire Safety Inspector II as defined in Florida Administrative Code 69A-37.065.
8. \$1,000 (\$38.70 in the regular paycheck every two weeks) for Fire Code Administrator/Fire Marshal as defined in Florida Administrative Code 69A-37.065.

Maintenance of these certifications is the sole responsibility of the person holding the certification.

- D. Employees meeting the qualifications in 24.2.D below shall receive only one of the following:

1. Associates Degree in Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, or Fire Protection - \$1,560 (\$60 in the regular paycheck every two weeks).
2. Bachelor's Degree in Fire Science, Fire Administration, Fire Engineering, Fire Protection Technology, Emergency Management,

EMS, Nursing, Health Care Administration, Industrial Safety, Occupational Safety, Risk Management, Human Resources, Leadership and Management, Professional Management, Organizational Studies, Paramedic Science/Technology, Business Administration, Public Administration, Criminal Justice, or any other similar degree program approved by the Fire Chief - \$2,600 (\$100 in the regular paycheck every two weeks).

- E. Employees achieving their educational milestone or certification shall be paid the incentive effective the payroll period that the milestone was reached or certification awarded.
- F. Only those employees having degrees from accredited institutions will be eligible for payment under 24.2 D. It is the parties' understanding that accredited educational institutions only include colleges and universities which are listed within the U.S. Department of Education's Database of Accredited Postsecondary Institutions and Programs. In the event an employee completes a qualifying degree from an institution that meets the accreditation requirements at the time of graduation, but that institution subsequently loses its accreditation, the employee will remain eligible for incentives in 24.2. D.

ARTICLE 25

EDUCATION REIMBURSEMENT PROGRAM

25.1 Each year, the City shall budget an educational fund of \$40,000 and sufficient additional funds, if necessary, to reimburse each employee the tuition and reimbursable expenses, as defined in Article 25.4, for one approved, 3-credit course or equivalent "approved course/training" started by August 15th of each year and successfully completed in accordance with Article 25.2 before August 15th of the next year. Approval of courses shall come from the Fire Chief or designee.

25.2 To obtain education reimbursement, an employee shall: (a) complete the Course/Program Pre-Approval Form, (b) submit the completed form to their immediate supervisor, and (c) receive written approval from the Fire Chief or designee before the start of the course. An employee shall submit to the Fire Chief or his designee within two weeks from the start of the course an itemized receipt of the tuition and reimbursable expenses, and submit evidence of the satisfactory completion of the course/training to the City within thirty 30 days of completing the course, and no later than August 30th of each year to be reimbursed for the approved course.

25.3 After all employees have had the opportunity to take one approved course each year (between August 15th and the following August 14th), if there is any remaining balance of the educational fund of \$40,000, employees who take and satisfactorily complete additional approved courses will receive a pro rata reimbursement (up to the reimbursement rate in 25.4) for the additional approved course or courses completed based on educational funds remaining and the amount spent by each employee for the additional approved courses. In any event no employee shall receive reimbursement in any one year in excess of \$2,500.

25.4 The City shall reimburse employees at the rate up to the per credit hour of the undergraduate tuition rate, except if the approved course is a graduate course the reimbursement rate shall be up to the per credit hour of the graduate tuition rate, approved by the Florida Board of Regents for Florida Atlantic University as of August 15th of each year. Reimbursable expenses within the credit hour rate are: tuition, tuition differential fees, capital improvement fees, financial aid fees, activity and service fees, athletic fees, health fees, e-learning fees, lab fees and technology fees. The City shall not pay for: late registration fees, miscellaneous supplies, travel time or travel expenses, cost of transcripts, certificate fees, collection fees, textbooks, orientation fees, late payment fees, ID card fees, reinstatement fees, transportation access fees, out of state, or repeat course surcharges.

25.5 All education reimbursements under this Article will be paid by the City by direct deposit as employees fulfill all requirements of Article 25.2. Reimbursements will be made no later than September 30th of each year, and may be subject to taxation per applicable laws. Reimbursements for additional approved courses as described in Article 25.3 will be distributed, if funds are available, after August 30th.

25.6 If an employee does not pass a course with a grade of "C" or better, or does not receive a "pass" when no letter grades are given, or withdraws from a course, the employee shall not be eligible for the educational reimbursement for that course.

25.7 If an employee voluntarily terminates employment with the City within two (2) years after the date of completion of the course(s), the City shall be reimbursed for all educational reimbursements paid to the employee within the prior two (2) years, which amount shall be deducted by the City from the employee's final paycheck.

ARTICLE 26

BEREAVEMENT LEAVE

26.1 In the event of a death in the immediate family of an employee on a 48 hour work week, the employee shall be granted up to one (1) twenty-four (24) hour shift off with pay. An additional twenty-four (24) hour shift will be granted for an employee who travels over 250 miles to attend the service.

26.2 Immediate family shall be defined as employee's spouse, children, mother, father, sister, brother, step parents, step grandchildren, grandmother, grandfather, father or mother-in-law, grandchildren, son or daughter-in-law, brother or sister-in-law and; upon proof, any person in the general family whose ties would normally be considered immediate family and living within the same household.

26.3 The City reserves the right to require documentation supporting approval of bereavement leave after the employee returns to work.

26.4 Applications may be made to the Fire Chief and/or his/her designee for extension of bereavement leave. The compensation for this additional leave will be paid from any accrued leave time available (sick leave, personal leave, vacation leave), at the employee's choice.

26.5 Employees assigned to a 40 hour work week shall be granted three (3) working days of bereavement leave with pay in the event of a death in the immediate family within the State of Florida. Five (5) working days will be granted in the event of a death, which requires the employee to travel over 250 miles to attend the service.

ARTICLE 27

UNIFORMS

27.1 The City shall supply as needed to each member, at no cost to the member:

- a. Dress Uniform:
Short sleeve and long sleeve, button shirt with Fire Rescue Patch, white for Lieutenants, Captains, and Inspectors, blue for all others.
Dark blue pants
Black belt
Badge
Nametag
Collar Insignia, if applicable
Paramedic or EMT patch (except for long sleeve button shirt)
- b. Daily Uniform:
Short sleeve polo type shirt, with Fire Rescue and Union embroidery in chest and TAMARAC FIRE RESCUE on back
Dark blue pants
Black belt
Blue baseball style cap with approved Union logo
- c. Work Uniform:
Blue or white short and long sleeve T-shirt with approved Union logo
Dark blue pants
Black belt
- d. Turn-out Gear:
Helmet
Coat
Pants
Boots
Gloves
Hood
Suspenders
SCBA Mask
- e. Miscellaneous:
Blue winter jacket
Grey or Blue sweatshirt with approved Union logo
Jumpsuit

Where specified above under multiple lists, one item may serve to complete more than one uniform. Whenever possible, components shall be approved for structural firefighting under the appropriate NFPA standard.

27.2 Any member who loses or fails to take proper care in safeguarding his/her equipment shall replace the equipment at his/her own expense. Personal equipment damaged in the course of performing required job duties may be considered for replacement up to an amount of \$100.00 after presenting report of breakage or damage to the Department. Personal equipment is defined as glasses, watches, knives, rescue or fire tools, and wedding bands. All lost or misplaced City issued

equipment, clothing or uniforms will be replaced by the employee.

27.3 All employees shall wear ANSI approved black safety shoes or boots. The City shall choose the vendors and make available at least eight (8) shoe styles, which shall include traditional work shoe and boot styles, for individual employee selection.

ARTICLE 28

TERMINATION OF BENEFITS

28.1 Vacation time, sick leave, holiday time and overtime (compensatory time) that has been performed and is in an accumulated status, will be compensated in accordance with applicable contract provisions by check upon termination or entry into the DROP provided at least two weeks written notice of termination or entry into the DROP has been provided to the City or on the next payday at the option of the employee. If two weeks written notice has not been provided to the City, the final payment shall be processed with the next scheduled payroll.

28.2 The City shall be entitled to withhold all or a portion of the final check pending the member's return of all City property in his/her custody including, but not limited to, Fire Rescue Department equipment, health insurance cards, and City identification cards.

ARTICLE 29

PROBATIONARY PERIOD/EMPLOYEE (NEW HIRE)

29.1 The probationary period for all new employees shall be one year from the date of employment as a Firefighter. An employee shall be formally reviewed once after three months, six months and nine months from date of hire. These reviews shall in no way affect the employee's salary, but rather shall be a means of notifying the employee, supervisor and City Manager of the employee's progress.

29.2 At any time during the Probationary Period, the Fire Chief or City Manager may terminate the employee. Any termination prior to expiration of the probationary period shall be final and not subject to the Grievance Procedure and Arbitration Procedure in this Agreement.

29.3 Upon the conclusion of the Probationary Period if the Fire Chief and City Manager recommend continuance of employment, the employee shall be given regular status.

29.4 The probationary period may be extended once for a period of up to six (6) additional months at the sole and exclusive discretion of the Fire Chief with the approval of the City Manager or his/her designee.

29.5 Notwithstanding any provision of this Agreement, job benefits for probationary employees in the area of leave shall be consistent with the leave provisions in this Agreement.

29.6 Probationary employees are not eligible to do mutual exchanges or use vacation leave during the first six (6) months of their employment with the City except to attend an approved educational course. Probationary employees will be eligible for mutual exchanges and routinely scheduled overtime after the first six (6) months of their employment with the City, and after successful completion of the precepting program.

ARTICLE 30

SENIORITY

30.1 Each employee shall have seniority standing in the Fire Rescue Department equal to the employee's total length of continuous service with the City of Tamarac Fire Rescue Department.

30.2 Seniority as defined in this article shall be used in the pick of vacations and to determine any matters involving seniority, which are utilized in this contract.

30.3 Any "ties" identified as a result of the use of this article shall be broken by the use of the following criteria:

1. Original Date of Employment
- If the same: 2. Date employee signed the Conditional Offer of Employment
- If the same: 3. Date and, if applicable, time employment application was received by Human Resources Department
- If the same: 4. Date application was signed by the employee.

30.4 The Human Resources Department annually will publish a seniority list by September 1st.

ARTICLE 31

PERSONNEL REDUCTION

31.1 In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in the Tamarac Fire Rescue Department. If more than one (1) classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided that he/she is fully qualified to perform the work in that lower classification.

31.2 Employees shall be recalled from layoff in accordance with their seniority in the Tamarac Fire Rescue Department. No new employee shall be hired as a Firefighter until all employees on layoff status in that classification have had an opportunity to return to work; however, such employees may be required to pass a pre-employment medical examination at time of recall. No laid off employees shall retain recall rights beyond twelve (12) months from date of layoff.

31.3 An employee being recalled shall be notified by certified mail (return receipt) and shall have fifteen (15) working days from the date of mailing of notice to respond affirmatively. If the City fails to receive an affirmative response, the employee shall be removed from the recall list and the City shall have no further obligation to the employee.

ARTICLE 32
PROMOTIONAL EXAMINATIONS

32.1 Promotional examinations will be scheduled by the Director of Human Resources or designee. All examinations shall cover matters which will test the knowledge, skills and abilities of the candidates to efficiently and effectively perform the duties of the position to be filled.

32.2 Announcements for promotional examinations shall include eligibility requirements, application procedure, date of examination, and a list of the source material to be used in the development of the written examination. Announcements of promotional examinations shall be made no less than ninety (90) calendar days prior to the date of the examination. Official City of Tamarac e-mail will meet this posting requirement.

32.3 Promotional examinations will be scheduled at least once every two (2) years or when a promotional list is depleted. The Driver/Engineer examination will be given in 2016 and every two years thereafter, prior to June 30th. The Lieutenants examination will be given in 2017 and every two years thereafter, prior to June 30th. The Captain examination will be given in 2017 and every two years thereafter, prior to June 30th.

32.4 Promotional examinations may be composed of the following components: an assessment center, practical demonstration of skills, a written test and/or an oral review board; provided that there will at least be a written test or a written portion of an assessment center. The weights for individual subcomponents of the examination will be established prior to the administration of the examination.

32.5 All promotions shall be made by using the competitive examination process outlined in this Article.

32.6 Each component of the testing process will be valued at 100 points. Each component shall require a passing score of 70%. The final score shall be based on the total score of all components divided by the number of components.

32.7 The written test will be drawn from not more than four (4) recognized Fire Department texts, Tamarac Fire Rescue Departmental Policies and Operational Guidelines and current departmental medical protocol manuals.

32.8 The Human Resources Department will notify each candidate of his/her score and the candidate will be provided an opportunity to review his/her examination packet and score. The Human Resources Department's inability to contact any individual candidate will not delay or interrupt the promotional process. Candidates will have ten (10) calendar days from the notification date to examine with Human Resources staff their examination packet and score.

32.9 A promotional list shall be compiled from the list of employees that earn a passing score on each component of the examination, and will be in effect until a new promotional list is posted in accordance with this Article.

32.10 All promotions shall be made from the existing promotional lists. The Fire Chief shall have the sole and exclusive discretion to promote any one (1) of the top three (3) candidates on a promotional list. If a candidate is being passed over for promotion, the Fire Chief shall offer to meet with the candidate and advise the candidate of the reason(s) he/she is being passed over for promotion.

32.11 When a promotion is made from the top three (3) candidates on a promotional list, the next ranked candidate shall be moved up on the list to provide a pool of the top three candidates from which a selection may be made.

32.12 Candidates on a promotional list may voluntarily and permanently remove themselves from that promotional list by submitting a written request to the Fire Chief.

32.13 If fewer than three (3) candidates are on a promotional list, for whatever reason, the Fire Chief may at his sole and exclusive discretion, either make promotions from that promotional list or consider that promotional list depleted and schedule a new promotional examination.

32.14 Eligibility for taking the examination for the following positions within the Bargaining Unit:

- A. Driver/Engineer 3 years of service as a firefighter with Tamarac Fire Rescue and successful completion of Apparatus Operator and Aerial Apparatus Operator courses approved by the Fire Chief.
- B. Fire Lieutenant 5 years of service with Tamarac Fire Rescue, State of Florida Paramedic Certification, and Florida Fire Officer 1 Certification.

OR

3 years of service with Tamarac Fire Rescue, and State of Florida Paramedic Certificate, and Degree in Fire Science or Fire Protection (either Associates or Bachelors.)

OR

3 years of service with Tamarac Fire Rescue, and State of Florida Paramedic Certificate, and Florida Fire Officer 1 Certification AND Degree in EMS, Nursing, Emergency Administration and Management, or Public Safety Administration (either Associates or Bachelors.)

Any person promoted to Lieutenant must possess and maintain State of Florida Paramedic Certification.

Effective for the 2017 promotional exam, all Fire Lieutenant candidates must have successfully completed the City's Supervision in Government series in order to take the exam.

All promoted Fire Rescue Lieutenants must have successfully completed the City's Supervision in Government series by September 30, 2018.

- C. Captain 3 years of service with Tamarac Fire Rescue as a Lieutenant, and State of Florida Paramedic Certificate, and Associates or Bachelors Degree in Fire Science or Fire Protection.

OR

3 years of service with Tamarac Fire Rescue as a Lieutenant, and State of Florida Paramedic Certificate, and Florida Fire Officer 1 Certification AND Degree in EMS, Nursing, Emergency Administration and Management, Public Safety Administration or related field as approved by the Fire Chief (either Associates or Bachelors.)

Any person promoted to Captain must possess and maintain a State of Florida Paramedic Certificate.

Effective for the 2017 promotional exam, all Fire Captain candidates must have completed 3 years of service with Tamarac Fire Rescue as a Lieutenant, and (1) State of Florida Paramedic Certificate; and (2) either

(a) a Florida Fire Officer II Certification or (b) have completed a minimum of thirty (30) upper division credit hours towards a Bachelor's degree in Fire Science or Fire Protection, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, Public Administration or related field as approved by the Fire Chief or (c) have completed or be enrolled and accepted in the Managing Officer Program, National Fire Academy; and (3) successfully completed the City's Supervision in Government series; and (4) a degree in Fire Science or Fire Protection, EMS, Nursing, Emergency Administration and Management, Public Safety Administration or related field as approved by the Fire Chief (either Associates or Bachelors.)

All promoted Captains must have successfully completed the City's Supervision in Government series by September 30, 2018.

32.15 Veteran's preference shall be granted in accordance with all Federal and State Statutes and regulations.

32.16 Effective January 1, 2015, Lieutenant candidates will be awarded four (4) points toward their written test score for successfully completing the Tamarac Fire Rescue Officer Development Program prior to the date of the written test. The content of the Tamarac Fire Rescue Officer Development Program will be at the sole discretion of the Fire Chief; however, the Fire Chief shall meet and confer annually with the Local regarding the program content. The program will be a blend of competency based education, online education, skills assessments, and classroom training. The classroom training component will consist of no less than 24 contact hours and no greater than 48 contact hours, and will be completed off duty. No overtime or additional compensation will be paid for any off duty attendance.

Effective January 1, 2017, Lieutenant candidates will be awarded four (4) points toward their written test score for successfully completing the Tamarac Fire Rescue Officer Development Program prior to the date of the written test, but within two (2) years of the written test. Those candidates who previously completed the Tamarac Fire Rescue Officer Development Program may complete a bridge course prior to the date of the written test in lieu of completing the entire program again. The bridge course will be no greater than 24 contact hours and will be a blend of competency based education, online education, skills assessments, and classroom training. No overtime or additional compensation will be paid for any off duty attendance.

Lieutenant candidates who have not previously completed the Tamarac Officer Development Program may instead be awarded four (4) points toward their written test score for possessing a Florida Fire Officer II certification AND completion of the Tamarac Fire Rescue Officer Development Program bridge course prior to the date of the written test, but within two (2) years of the written test. The bridge course will be no greater than 24 contact hours and will be a blend of competency based education, online education, skills assessments, and classroom training. No overtime or additional compensation will be paid for any off duty attendance.

Points awarded through any option in 32.16 may not be used to reach a passing score.

32.17 Effective January 1, 2015, captain candidates will be awarded four (4) points toward their written test score for successfully completing the Tamarac Fire Rescue Captain Development Program prior to the date of the written test. The content of the Tamarac Fire Rescue Captain Development Program will be at the sole discretion of the Fire Chief; however, the Fire Chief shall meet and confer annually with the Local regarding the program content. The program will be a blend of competency based education, online education, skills assessments, and classroom training. The classroom training component will consist of no less than 24 contact hours and no greater than 48 contact hours, to be completed off duty. No overtime or additional compensation will be paid for any off duty attendance.

Effective January 1, 2017, Captain candidates will be awarded four (4) points toward their written test score for successfully completing the Tamarac Fire Rescue Officer Development Program prior to the date of the written test, but within two (2) years of the written test. Those candidates who previously completed the Tamarac Fire Rescue Officer Development Program may complete a bridge course prior to the date of the written test in lieu of completing the entire program again. The bridge course will be no greater than 24 contact hours and will be a blend of competency based education, online education, skills assessments, and classroom training. No overtime or additional compensation will be paid for any off duty attendance.

Captain candidates who have not previously completed the Tamarac Officer Development Program may instead be awarded four (4) points toward their written test score for possessing a Florida Fire Officer III certification AND completion of the Tamarac Fire Rescue Officer Development Program bridge course prior to the date of the written test, but within two (2) years of the written test. The bridge course will be no greater than 24 contact hours and will be a blend of competency based education, online education, skills assessments, and classroom training. No overtime or additional compensation will be paid for any off duty attendance.

Points awarded through any option in 32.17 may not be used to reach a passing score.

ARTICLE 33

PROMOTIONAL PROBATION

33.1 An employee receiving a promotion from a lower to a higher position shall be placed on a six (6) month probation period at the time of promotion. The Fire Chief or designee shall prepare an Employee Performance Appraisal and Development Plan Form after two (2), four (4) and six (6) months and make his/her recommendations to the City Manager or his/her designee for regular status in the position.

33.2 A City employee currently working in another department who is promoted to a position in the Fire Department shall be placed on a twelve (12) month probation period at the time of promotion. The employee shall be formally reviewed by the Fire Chief or Designee after three (3), six (6), and nine (9) months. At the conclusion of the probationary period, the Fire Chief or designee shall make his/her recommendation to the City Manager or designee for the employee to attain regular status in the position.

33.3 If at any time during the probationary period, a promoted employee does not perform satisfactorily, he/she shall be returned to his/her original classification, if that classification is covered by this contract. In the event his/her original classification, if covered by this contract is occupied the last employee promoted to fill that classification shall be returned to his/her previous position.

33.4 The probationary period may be extended once for a period of six (6) additional months at the sole and exclusive discretion of the Fire Chief with the approval of the City Manager or his/her designee only in situations where the probationary employee could not be evaluated.

ARTICLE 34

UNION BUSINESS

34.1 District President and/or designee shall be granted time off to perform their Union functions, including attendance at arbitration hearings, conventions, conferences and seminars. The Union shall inform the City, in writing, of the names and rank of its officers and of its negotiating team within five (5) days after their appointment/election. Time off for Union business is subject to each of the following conditions:

- (a) A written request including reason, time and location is submitted to Department Management at least forty-eight (48) hours prior to the time-off period.
- (b) Sufficient staffing is available in the regular shift to properly staff the department during the absence of the local Union official.
- (c) Employees of equal rank shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

34.2 Time off as provided in this Article for local Union officials shall not exceed a combined total of twelve (12) twenty-four (24) hour shifts being 288 hours total for the conduct of Union business in any one (1) fiscal year.

34.3 Any Union member designated by the District President may attend Union business after agreement in writing by the Fire Chief.

34.4 Time spent on authorized Union business or otherwise permitted under this Article, will not be counted as hours worked for computation of overtime.

34.5 Time off as provided in this Article may be used by elected firefighter pension board trustees for attendance at firefighter pension board meetings, and conferences or seminars approved by the firefighter pension board. The City will provide up to two (2) twenty four hour shifts per fiscal year per elected trustee for this purpose. The Union will provide up to two (2) twenty four hour shifts per fiscal year per elected trustee for this purpose. Time used in each fiscal year by each elected trustee shall be divided equally between the City and the Union.

34.6 All leave requests for Union business or leave as otherwise permitted under this Article must be signed by the Union District President before approval.

34.7 Up to two (2) members of the negotiation team may attend collective bargaining negotiation sessions while on duty as long as such attendance does not result in any overtime and no units are removed from service.

ARTICLE 35

EMPLOYEE RIGHTS

35.1 Employees within the bargaining unit shall have all of the rights provided for in Florida State Statutes including any and all administrative and judicial interpretations of said Statutes including the right to join and participate in an employee organization, to negotiate collectively, to be represented in the determination of grievances, and engage in activities not prohibited by law. In accordance with Florida Statute 447, it is the intent of both parties to promote harmonious and cooperative relationships between the parties, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the City.

ARTICLE 36

RULES AND REGULATIONS

36.1 The Union agrees that its members shall comply with all Fire Rescue Department Rules and Regulations, including those relating to conduct and work performance.

36.2 A current copy of the Rules and Regulations shall be available for review in the City's Intranet.

36.3 These shall be updated annually as a minimum or as needed by the Fire Chief.

36.4 At mutually agreeable times, representatives of the Union and Management shall meet upon the request of either party for the purpose of discussing any matter of mutual interest. The Fire Chief agrees to advise the District President or designee of any change in rules or regulations prior to implementation of same.

36.5 All Rules and Regulations affecting hours, wages, or working conditions, if amended, shall be subject to collective bargaining (F.S. 447).

ARTICLE 37

FIREFIGHTERS BILL OF RIGHTS

37.1 The City and the Union agree to fully comply with all provisions of the “Firefighters Bill of Rights” in accordance with Florida Statutes and a copy of those provisions shall be included in the Tamarac Fire Rescue Department Rules and Regulations.

ARTICLE 38

DRILLS/TRAINING

38.1 The Fire Chief shall have the sole responsibility for the training of members within the Fire Rescue Department. The Training Officer, designated by the Fire Chief, will post training, classes, and drill schedules.

38.2 Drills and/or classes typically will be between 09:30 hours to 16:00 hours Monday through Friday, as is currently practiced, however drills may occur from 0800 hours to 23:00 hours as special circumstances occur.

38.3 No drills on holidays.

38.4 No more than one complete physical drill in full bunker gear per twenty-four hour tour.

38.5 Physical drills at the Fire Academy will be no longer than eight (8) hours.

38.6 Drills shall be suspended or modified when in the opinion of the Company Officer, after consultation with the shift supervisor or Battalion Chief, the weather conditions pose a hazard to the well being of the participants.

38.7 The City reserves the right to establish minimum training standards. These standards shall be established by the Fire Chief.

38.8 Company Officers shall be assigned the responsibility of ensuring that training standards are accomplished.

ARTICLE 39

MAINTENANCE DAY

39.1 As a guideline for twenty-four (24) hour shift employees, the normal work day for all routine activities, i.e., - vehicle maintenance, station maintenance, and all other similar activities - shall begin at 0800 and end at 1600, (with the exception of training, vehicle readiness, and service readiness and/or capability).

ARTICLE 40

JOB DUTIES

40.1 It is understood by the parties that the duties enumerated in job descriptions are not always specifically described. The City agrees that it will not require new tasks and duties to be performed which are not inherent in the nature of the work or do not fall within the skills and other factors common to the position.

40.2 Whenever there is proposed change in the job description of a classification or position within this bargaining unit, the City shall discuss with Union the proposed changes. If the Union is not satisfied with the proposed changes, it may in writing within ten (10) days of the conclusion of the discussion stated above, request a hearing before the Director of Human Resources. This hearing shall be held at a mutually agreeable time within thirty (30) days of the hearing request. If either party is not satisfied, the differences shall be resolved pursuant to bargaining in accordance with F.S. 447. The City agrees not to require any employee hired prior to October 1, 1994 to become a Paramedic, except as outlined in Article 32.

40.3 Personnel covered by this contract shall not be required to perform lawn maintenance.

ARTICLE 41

CIVIL SUITS

41.1 The City agrees to defend and hold harmless, any member covered by this Agreement, and automatically undertakes the defense of any member employee against civil damage suits arising from performance of duties while within the employee's scope of employment and will file proper and appropriate counter suits.

ARTICLE 42

BULLETIN BOARDS

42.1 The City shall furnish one (1) bulletin board per station for the exclusive use of Local 3080, International Association of Firefighters, for posting of bulletins, notices and other Association materials. Any notice or item placed on the bulletin board shall bear on its face the legible designation of the District President (DP) of Local 3080 or his designee by official seal, stamp or signature.

ARTICLE 43

WORK STOPPAGES

43.1 The Union agrees that its members will not engage in strikes, slow downs, boycotts, stoppage of work, refusal of assignments, or any interference with efficient management and operation of the Fire Rescue Department and the City.

43.2 It is recognized by the parties that the activities enumerated in Paragraph 1, are contrary to the laws of the State of Florida and the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

ARTICLE 44

SPECIAL OPERATIONS

44.1 The City has the sole and exclusive discretion to establish a Special Operations Team.

ARTICLE 45

NON-DISCRIMINATION

45.1 No employee covered by this Agreement will be discriminated against by the City and/or the Union with respect to any job benefits or other conditions of employment accruing from this Agreement because of Union membership or non-Union membership. Further, no employee covered by this Agreement will be discriminated against by either party to this Agreement because of race, sex including pregnancy, national origin, color, age, disability, marital status, political affiliation, familial status, sexual orientation, gender identity and expression or religion.

ARTICLE 46

SERVICES TO THE UNION

46.1 Upon publication, the City shall provide one copy of this Agreement to each member.

46.2 Upon publication, the City agrees to provide one (1) copy each to the Union, without charge: 1) proposed budget, 2) final budget, 3) year-end financial statement.

ARTICLE 47

CIVIL EMERGENCY

47.1 If, a civil emergency condition is declared by the Governor including but not limited to strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar occurrences, the provisions of this Agreement may be suspended by the City Manager or designee during the time of the declared emergency, provided that pay, insurance and pension benefits shall not be suspended.

ARTICLE 48

SEVERABILITY CLAUSE

48.1 Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

ARTICLE 49

KELLY DAYS

49.1 This article applies only to those employees assigned to a twenty-four (24) hour shift. A twenty-one (21) day, three (3) Platoon rotating cycle on twenty-four (24) continuous hours of duty, with one (1) normally scheduled tour of duty (Kelly Day) off every seventh (7th) shift, shall be maintained for the term of this agreement. Exceptions may occur during the implementation of new annual Kelly Day assignments, when the newly assigned Kelly Day may not occur on an employee's seventh (7th) shift. No overtime will be incurred as a result of Kelly Day changes. "Kelly Days" shall be bid on the basis of seniority for each platoon on an annual basis during October of each year for the following calendar year (starting January 2nd). Kelly Day assignments will be issued by October 30th.

49.2 After the initial selection, if it is necessary to adjust the "Kelly Day" assignments, such an adjustment shall be made by the Battalion Chief in order to balance the number of members off on any given day. In the event of an intra-shift balancing of personnel, the Battalion Chief shall, in his/her sole discretion, determine the day from which the balancing shall occur. Once that day is selected, the Battalion Chief shall make a reasonable effort to offer selection to the senior employees in the affected rank on that day. The impacted employee will be afforded one opportunity to take any given day off (one 24-hour shift) they choose, using their own accumulated leave, without regard to the number of leave slots available. This opportunity will sunset at the end of six months from the date of the first new Kelly Day, or the end of the calendar year, whichever comes later. Such opportunity would not be available on a recognized Holiday as defined in Article 15, unless the impacted employee had that holiday as their assigned Kelly Day before the adjustment. An employee whose Kelly Day changes as a result of their own promotion will not be eligible for this opportunity.

49.3 The Fire Chief has the right to adjust the "Kelly Day" schedule in order to balance the rank and number of employees off on any given day. Nothing in this Article is intended to limit the City's sole and exclusive right to adjust the "Kelly Day" schedule in order to balance the number of employees off on any given day.

49.4 In the event that there is a "Kelly Day" vacancy due to retirement, promotion, shift transfer, resignation, termination or any other reason, the Battalion Chief may, at his/her sole discretion, approve an employee's request for a one-time "Kelly Day" exchange.

49.5 In the event of a shift change, employees who have their shift changed due to the needs of the City shall have the right to re-bid their Kelly Days within their prospective shifts.

In the event that an employee requests a change of Kelly Day or shift exchange, he or she shall not have the right to re-bid and/or subsequently bump another employee's assigned Kelly Day or create an overtime situation that the City is responsible for such costs.

Shift transfers resulting from the promotion of an employee will not be considered as being for the needs of the City for the employee promoted.

49.6 Any employee may mutually exchange Kelly Days with any other employee who is eligible and approved to work in the same capacity subject to the approval of the Battalion Chief, as long as minimum staffing levels are maintained and overtime is not incurred as a result of the mutual exchange. Kelly Day exchanges shall not incur costs to the City. There will be no permanent exchange of Kelly Days due to employee request after the initial annual bid.

ARTICLE 50

PARAMEDIC ASSIGNMENT PAY

50.1 All assigned Paramedics will be paid as paramedics as established in Article 8, Wages. Any paramedic removed from assignment for more than 30 days will be paid as an EMT in accordance with Article 8, Wages. For the life of this agreement, no assigned paramedic will lose their assignment and pay unless he/she voluntarily leaves the assignment or is removed for cause.

50.2 All recertification requirements shall be the sole responsibility of the paramedic and EMT. The City will reimburse the employee for the continuing education costs incurred, in accordance with Article 25, as long as the employee has been pre-approved to attend the course by the Fire Chief or his/her designee. Attendance will be during the employee's own time and will not be compensated by the City.

ARTICLE 51

TERM OF AGREEMENT

51.1 This Agreement shall be effective this 1st day of October, 2015 and shall remain in full force and effect until and including September 30, 2018.

DATED this _____ day of _____, 2015.

CITY OF TAMARAC

HARRY DRESSLER
MAYOR

This _____ day of _____, 2015

ATTEST:

BY: _____
MICHAEL C. CERNECH
CITY MANAGER

This _____ day of _____, 2015

ATTEST:

BY: _____
ROBERT D. SOLOFF
CHIEF NEGOTIATOR

This _____ day of _____, 2015

APPROVED AS TO FORM
SAMUEL S. GOREN
CITY ATTORNEY

JOHN GAUL, DISTRICT PRESIDENT
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3080

BRIAN POWELL, PRESIDENT
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3080

Effective October 1, 2015

APPENDIX A

GRADE/ CODE	STEP RANK/ POSITION	1	2	3	4	5	6	7	8	9	10	11	12
FE	Firefighter EMT	\$19.09	\$20.04	\$21.04	\$22.10	\$23.20	\$24.37	\$25.58	\$26.34	\$27.14	\$27.96	\$28.37	\$28.80
FP	Firefighter Paramedic	\$21.00	\$22.06	\$23.15	\$24.30	\$25.52	\$26.80	\$28.14	\$28.99	\$29.85	\$30.75	\$31.21	\$31.68
DE	Driver Engineer/ EMT	\$22.61	\$23.28	\$23.98	\$24.69	\$25.44	\$26.20	\$26.98	\$27.80	\$28.63	\$29.50	\$29.94	\$30.39
DP	Driver Engineer/ Paramedic	\$24.86	\$25.61	\$26.38	\$27.17	\$27.98	\$28.82	\$29.69	\$30.58	\$31.49	\$32.43	\$32.92	\$33.42
LP	LT/ Paramedic	\$27.74	\$28.57	\$29.43	\$30.32	\$31.22	\$32.16	\$33.12	\$34.12	\$35.13	\$36.20	\$36.74	\$37.29
CPS	Captain Paramedic/ 48 HR Week	\$30.51	\$31.43	\$32.37	\$33.34	\$34.34	\$35.38	\$36.43	\$37.53	\$38.65	\$39.23	\$39.82	
CPD	Captain Paramedic/ 40 HR Week	\$38.45	\$39.60	\$40.79	\$42.01	\$43.26	\$44.58	\$45.90	\$47.28	\$48.70	\$49.43	\$50.17	
IED	Inspector EMT 40 HR Week	\$26.47	\$27.26	\$28.08	\$28.92	\$29.80	\$30.69	\$31.61	\$32.56	\$33.53	\$34.54	\$35.06	\$35.58
IPE	Inspector/ PE /EMT 40 HR Week	\$27.79	\$28.63	\$29.49	\$30.37	\$31.29	\$32.23	\$33.19	\$34.18	\$35.21	\$36.27	\$36.81	\$37.36
* Pay for 40 HR positions include a 5% pay adjustment													

APPENDIX A

* Pay for 40 HR positions include a 5% pay adjustment

Effective October 1, 2016

APPENDIX A

GRADE/ CODE	RANK/ POSITION	STEP	1	2	3	4	5	6	7	8	9	10	11	12
FE	Firefighter/ EMT		\$19.52	\$20.49	\$21.51	\$22.60	\$23.72	\$24.92	\$26.16	\$26.93	\$27.75	\$28.59	\$29.45	\$30.33
FP	Firefighter Paramedic		\$21.47	\$22.56	\$23.67	\$24.85	\$26.09	\$27.40	\$28.77	\$29.64	\$30.52	\$31.44	\$32.38	\$33.35
DE	Driver Engineer/ EMT		\$23.12	\$23.80	\$24.52	\$25.25	\$26.01	\$26.79	\$27.59	\$28.43	\$29.27	\$30.16	\$31.07	\$32.00
DP	Driver Engineer/ Paramedic		\$25.42	\$26.19	\$26.97	\$27.78	\$28.61	\$29.47	\$30.36	\$31.27	\$32.20	\$33.16	\$34.15	\$35.17
LP	LT/ Paramedic		\$28.36	\$29.21	\$30.09	\$31.00	\$31.92	\$32.88	\$33.87	\$34.89	\$35.92	\$37.01	\$38.13	\$39.26
CPS	Captain Paramedic/ 48 HR Week		\$31.20	\$32.14	\$33.10	\$34.09	\$35.11	\$36.18	\$37.25	\$38.37	\$39.52	\$40.71	\$41.92	\$42.56
CPD	Captain Paramedic/ 40 HR Week		\$39.32	\$40.49	\$41.71	\$42.96	\$44.23	\$45.58	\$46.93	\$48.34	\$49.80	\$51.29	\$52.83	\$53.62
IED	Inspector EMT 40 HR Week		\$27.07	\$27.87	\$28.71	\$29.57	\$30.47	\$31.38	\$32.32	\$33.29	\$34.28	\$35.32	\$36.38	\$37.46
IPE	Inspector/ PE /EMT 40 HR Week		\$28.42	\$29.27	\$30.15	\$31.05	\$31.99	\$32.96	\$33.94	\$34.95	\$36.00	\$37.09	\$38.20	\$39.35

* Pay for 40 HR positions include a 5% pay adjustment

Effective October 1, 2017

APPENDIX A

STEP		1	2	3	4	5	6	7	8	9	10	11	12
GRADE/ CODE	RANK/ POSITION												
FE	Firefighter/ EMT	\$19.96	\$20.95	\$21.99	\$23.11	\$24.25	\$25.48	\$26.75	\$27.54	\$28.37	\$29.23	\$30.11	\$31.01
FP	Firefighter Paramedic	\$21.95	\$23.07	\$24.20	\$25.41	\$26.68	\$28.02	\$29.42	\$30.31	\$31.21	\$32.15	\$33.11	\$34.10
DE	Driver Engineer/ EMT	\$23.64	\$24.34	\$25.07	\$25.82	\$26.60	\$27.39	\$28.21	\$29.07	\$29.93	\$30.84	\$31.77	\$32.72
DP	Driver Engineer/ Paramedic	\$25.99	\$26.78	\$27.58	\$28.41	\$29.25	\$30.13	\$31.04	\$31.97	\$32.92	\$33.91	\$34.92	\$35.96
LP	LT/ Paramedic	\$29.00	\$29.87	\$30.77	\$31.70	\$32.64	\$33.62	\$34.63	\$35.68	\$36.73	\$37.84	\$38.99	\$40.14
CPS	Captain Paramedic/ 48 HR Week	\$31.90	\$32.86	\$33.84	\$34.86	\$35.90	\$36.99	\$38.09	\$39.23	\$40.41	\$41.63	\$42.86	\$43.52
CPD	Captain Paramedic/ 40 HR Week	\$40.20	\$41.40	\$42.65	\$43.93	\$45.23	\$46.61	\$47.99	\$49.43	\$50.92	\$52.44	\$54.02	\$54.83
IED	Inspector EMT 40 HR Week	\$27.68	\$28.50	\$29.36	\$30.24	\$31.16	\$32.09	\$33.05	\$34.04	\$35.05	\$36.11	\$37.20	\$38.30
IPE	Inspector/ PE /EMT 40 HR Week	\$29.06	\$29.93	\$30.83	\$31.75	\$32.71	\$33.70	\$34.70	\$35.74	\$36.81	\$37.92	\$39.06	\$40.24

* Pay for 40 HR positions include a 5% pay adjustment

TA For the Union
Jh DL
11/30/15

T.A. for the City
Robert D. Schaff
11/20/2015

**Mutual Consent Agreement
(Use of Insurance Premium Tax Revenue)**

This Mutual Consent Agreement is entered into between the CITY OF TAMARAC, a Florida municipal corporation, (the "CITY") and LOCAL 3080 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS OF TAMARAC ("the UNION").

WHEREAS, the 2015 Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter "Legislation" regarding the use of Insurance Premium Tax Revenue ("IPTR"); and

WHEREAS, the City has a retirement pension plan and fund for firefighters known as the Firefighter's Pension Fund ("Fund") that exceeds the minimum benefits and minimum standards established by the State of Florida for public employee firefighter pension plans as set forth in chapter 175, Florida Statutes; and

WHEREAS, the Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the members' collective bargaining representative (IAFF); and

WHEREAS, the City's funding obligations (also known as the actuarial required contribution "ARC") to the City's Firefighter Pension Fund represents a significant ongoing fiscal expense to the City and its taxpayers which could be eased by use of the available IPTR to offset the City's annual funding obligation.

NOW THEREFORE, the City and the Union agree as follows:

1. The foregoing Whereas clauses are true and correct.
2. All IPTR, whether base premium tax revenue or additional premium tax revenue, received by the City will be used by the City to meet its annual ARC to the Firefighter's Pension Fund.
3. This Agreement will become effective when signed by IAFF and City.

THE CITY OF TAMARAC

Michael C. Cernech
City Manager

Date: _____

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3080

John Gaul, President

Date: _____

ATTEST:

Pat Teufel, CMC
City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

Sam Goren, City Attorney

Date: _____

T.A. For the Union
11/30/15

T.A. For the City
Robert D. Schmitt
11/20/2015

November 19, 2015

282
District

Mr. John Gaul
President
Local 3080
Tamarac, Florida

Dear John:

As a condition of the acceptance and ratification of the proposed collective bargaining agreement, effective October 1, 2015, the City and the IAFF, Local 3080 agree to present and recommend to the Firefighters' Pension Board and the City Commission, amendments to the Pension Ordinance, which provides the following changes to the Firefighter's Pension Plan:

- Effective 1/1/2016 - Add eligibility for DROP at 18 years of service and age 55 with the same maximum DROP period of 5 years; and
- Effective 1/1/2016 - Eliminate the Retirement Subsidy (Section 16.515) for deferred vested plan participants; and
- Effective 1/1/2016 - Modify the Supplemental Pension (Section 16.516) for all plan participants who retire (or enter DROP) to provide such benefit only if the participant has a balance of 200 hours or more of unpaid sick leave upon separation of service.

The City and the IAFF, Local 3080 mutually consent and agree that the use of all insurance premium tax revenues, whether base premium tax revenue or additional premium tax revenue, received by the City will be used by the City to meet its annual actuarial required contributions to the City of Tamarac's Firefighter's Pension Plan via separate Mutual Consent Agreement (see attached.)

Sincerely,

Maria Swanson
Director of Human Resources

Cc: Michael C. Cernech, City Manager
Sam Goren, City Attorney
Mike Burton, Fire Chief



Title - TO2334 - Amendment of the Police Pension Ordinance

An ordinance of the City Commission of the City of Tamarac, Florida; amending Chapter 16, Pensions and Retirement, Article VII, Police Officers—declaration of trust, Division 2, Section 16-585 Investments, amending the investment parameters to allow investment in commingled investment vehicles and limited partnerships; providing for codification; providing for conflicts; providing for severability; providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TO 2334 Memo	11/25/2015	Cover Memo
▣ GRS Actuarial Stmt	11/25/2015	Cover Memo
▣ TO 2334 Ordinance REVISED	11/25/2015	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: November 19, 2015

FROM: Mark C. Mason, Director of
Financial Services

RE: TO # 2334 Amendment to
the Police Officer's Pension
Plan

Recommendation:

I recommend that TO # 2334 Amendment to the Police Officer's Pension Plan Ordinance be placed on the December 9, 2015 Agenda for First Reading and January 13, 2015 for Second Reading.

Issue:

Section 185.06(1), Florida Statutes, provides for the investment and reinvestment of funds associated with a Police Retirement Trust Fund and also provides for variances to the investment procedures outlined in Section 185.06(1) by local ordinance.

Background:

The Police Officer's Pension Plan (POPP) is a closed plan with thirty-six (36) retirees/beneficiaries in the Plan. The POPP has an asset balance of \$4,836,626 as of September 30, 2015.

The POPP has investments in various bonds, equities and mutual funds consistent with the Pension Plan's Investment Policy (Policy). One investment which was a Limited Liability Company (LLC) and allowable by the Policy changed their corporate governance from a LLC to a Limited Partnership (LP) which is not included in the authorized investments by statute or by Policy. The POPP Investment Manager, Bogdahn Group (Bogdahn) recommends that the POPP keep this investment as it would be difficult to duplicate the returns and appreciation of the investment. The investment currently provides an excellent return and the Pension Board would prefer to keep the investment and hold a limited partnership share in the investment.

In addition, the POPP Board of Trustees (the "Board") has determined, upon the advice of its Investment Consultant, Bogdahn, and in keeping with its fiduciary duties, that flexibility with respect to investment vehicles is in the best interests of the participants and beneficiaries of the plan. The Board would like to open up its options for fixed income investments with the opportunity to invest in commingled investment vehicles. Commingled investment vehicles are mutual funds limited to institutional investors such as pension plans and 401(k) trusts.

In addition, Gabriel Roeder Smith, GRS, actuaries for the POPP, has prepared an impact statement (Attachment 1) on the change in investments and has determined that there is no cost impact on the plan.

Fiscal Impact:

There is no fiscal impact associated with this ordinance.

Attachments



Gabriel Roeder Smith & Company
Consultants & Actuaries

One East Broward Blvd.
Suite 505
Ft. Lauderdale, FL 33301-1804

954.527.1616
phone 954.525.0083 fax
www.gabrielroeder.com

August 26, 2015

Board of Trustees
City of Tamarac Police Officers' Pension Trust Fund
c/o Livia Giuliani
Benefits USA, Inc.
3800 Inverrary Boulevard, Suite 303
Lauderhill, Florida 33319

Re: City of Tamarac Police Officers' Pension Trust Fund
Impact Proposed Ordinance No. O-2015-_____

Dear Trustees:

The proposed ordinance expands the investment parameters to allow investment in commingled investment vehicles, limited partnerships, master limited partnerships or any other alternative investment vehicle.

Based on the fact that the change does not affect benefit provisions, the proposed ordinance has no cost impact on the plan.

This letter, along with a copy of the ordinance, and a letter from the City accepting responsibility for the effect of the change, must be filed with the Division of Retirement before the final public hearing on the ordinance.

Theora Braccialarghe and Jeffrey Amrose are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Sincerely,

Theora P. Braccialarghe, FSA
Senior Consultant and Actuary

Jeffrey Amrose, EA
Senior Consultant and Actuary

Circular 230 Notice: Pursuant to regulations issued by the IRS, to the extent this communication (or any attachment) concerns tax matters, it is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) marketing or recommending to another party any tax-related matter addressed within. Each taxpayer should seek advice based on the individual's circumstances from an independent tax advisor.

RECEIVED
AUG 31 2015
BT

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2016-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AMENDING CHAPTER 16, PENSIONS AND RETIREMENT, ARTICLE VII, POLICE OFFICERS—DECLARATION OF TRUST, DIVISION 2, SECTION 16-585 INVESTMENTS, AMENDING THE INVESTMENT PARAMETERS TO ALLOW INVESTMENT IN COMMINGLED INVESTMENT VEHICLES AND LIMITED PARTNERSHIPS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the City of Tamarac Police Officers' Pension Trust Fund (the "Board") has determined, upon the advice of its Investment Consultant and in keeping with its fiduciary duties, that flexibility with respect to investment vehicles is in the best interests of the participants and beneficiaries of the plan;

WHEREAS, the Board is authorized by Florida Statutes, §185.06(b) to invest the assets of the fund in vehicles that vary from the procedures set forth therein when specifically authorized by ordinance;

WHEREAS, an amendment to the City Code is therefore required to specifically authorize the Board to invest the assets of the fund in Commingled Investment Vehicles and Limited Partnerships; and

WHEREAS, the City Commission received, reviewed, and considered an actuarial impact statement describing the actual impact of the amendments provided for herein,

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscoring type are additions.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

Section 1: That the foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: That Section 16-585, Investments, of the Code of Ordinances of the City of Tamarac be and is hereby amended as follows:

Sec. 16-585. - Investments

(a) The trustees shall have the power and authority, in their sole discretion, to establish investment procedures to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine. The trustees may, in their sole discretion, invest and reinvest funds in any commingled investment vehicle and limited partnerships as they may from time to time determine. These investments shall be in compliance with section 185.06(l)(b), F.S. The trustees may sell; exchange or otherwise dispose of such investments at any time and, from time to time, as provided in section 16-590. The trustees shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by them as trustees, to exercise all such rights, powers and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in their own right.

...

Section 3: It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this Ordinance may be renumbered or relettered, and the word "Ordinance" may be changed to "Section," "Article," or other such word or phrase in order to accomplish such intention.

Section 4: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscoring type are additions.

Section 5: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of the Ordinance are declared to be severable.

Section 6: This Ordinance shall become effective on adoption.

PASSED, FIRST READING this _____ day of _____, 2015.

PASSED, SECOND READING this _____ day of _____, 2016.

BY: _____
MAYOR HARRY DRESSLER

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1st Reading

MAYOR DRESSLER	_____
DIST 1: COMM BUSHNELL	_____
DIST 2: COMM GOMEZ	_____
DIST 3: V/M GLASSER	_____
DIST 4: COMM PLACKO	_____

I HEREBY CERTIFY that
I have approved this
ORDINANCE as to form:

RECORD OF COMMISSION VOTE: 2nd Reading

SAMUEL S. GOREN
CITY ATTORNEY

MAYOR DRESSLER	_____
DIST 1: COMM BUSHNELL	_____
DIST 2: COMM GOMEZ	_____
DIST 3: V/M GLASSER	_____
DIST 4: COMM PLACKO	_____

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscoring type are additions.



Title - TR12722 - CAPER FY14/15

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City officials to approve the Consolidated Annual Performance Evaluation Report (CAPER FY 2014 - 2015) for the U.S. Department of Housing & Urban Development (HUD)'s Community Development Block Grant (CDBG) Programs for HUD's Fiscal Year 2014-2015; Case No. 9-MI-15; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
☐ Memo	12/3/2015	Cover Memo
☐ Resolution	12/2/2015	Resolution
☐ FY 14/15 CAPER with Exhibits	12/2/2015	Exhibit

CITY OF TAMARAC
COMMUNITY DEVELOPMENT DEPARTMENT
INTEROFFICE MEMORANDUM (15-10-009M)

TO: Michael C. Cernech,
City Manager

DATE: November 24, 2015

FROM: Maxine Calloway, Director of
Community Development

RE: Consolidated Annual
Performance Evaluation Report
(CAPER FY 2014-2015)
Case No. 9-MI-15, TR 12722

Recommendation: The Director of Community Development recommends that the Mayor and City Commission approve the Consolidated Annual Performance Evaluation Report (CAPER) for submittal to U.S. Department of Housing & Urban Development (HUD).

Issue: An annual report called the CAPER for FY2014-2015 is required to be submitted to HUD at the conclusion of each funding year.

Background: The CAPER is an annual document that summarizes the expenditures that have been made for the projects and programs submitted to and approved by the U.S. Dept. of Housing & Urban Development for the City's Community Development Block Grant (CDBG) Program in the City's Annual Plan. The City's Fiscal Year 2014-2015 allocation was \$355,970.00.

The following goals were established by the Mayor and City Commission. The CAPER indicates how the City performed during the past year in expending funds to the residents of Tamarac:

FY 2014-2015 Accomplishments

Activity: Home Rehabilitation

To offer assistance to income eligible homeowners to address code, building, health and safety issues and deficiencies.

Proposed: 8 Households to be assisted.

Actual: 10 Households assisted.

Demographics: 50% White, 25% Black, 25% Hispanic
9 Female Head of Households
5 Senior Households

Activity: Public Service (Full Time Information & Referral Specialist)

This activity will include funding for a temporary full-time information and referral specialist to provide information and referral services to elderly residents, ongoing case management, implementation of the Senior Program and the Volunteer Program, addressing calls, and managing caseloads.

Proposed: 100 Unduplicated residents to be assisted.

Actual: 47 Unduplicated residents assisted.

• ***The position was not filled until February 2015.***

Demographics: 50% White, 25% Black, 25% Asian
3 Hispanic residents
44 Female Head of Households
31 disabled residents assisted through this activity.

Activity: Public Service (Counseling Services)

This activity will include funding for support groups to individuals, families, as a result of continuing family issues (bereavement, mental health, and other life skill improvement activities).

Proposed: **22 Unduplicated residents to be assisted.**

Actual: **38 Unduplicated residents assisted.**

Demographics: 73% White, 24% Black, 3% Asian
5 Hispanic residents
20 Female Head of Households
4 disabled residents assisted through this activity.

CDBG funds have a five-year life cycle allowing grantees to plan for both short term and long term projects. The following is an approximate breakdown of the City's FY 2014/2015 funds activity to date:

Expended	\$284,973.91
Encumbered	\$ 12,423.75
Unencumbered	\$ 58,572.34

This money will continue to be available through fiscal year 2018/2019. Additionally, and noted in the CAPER, several activities funded from previous years were also carried out or completed during FY 2014/2015.

The CAPER for FY2014-2015 requires approval by the City Commission at which a public hearing will take place. Any comments received will be incorporated into the document. Following City Commission approval, the CAPER will be submitted to HUD for review and approval. The public review period took place November 8, 2015 – December 9, 2015, no public comments have been received. The submittal of the CAPER is a required document to remain consistent with HUD regulations.

Fiscal Impact: The CAPER is a detailed financial report documenting how CDBG FY 2014-2015 funds were allocated and has no effect on the City's budget. This item supports strategic goal #5 – A Vibrant Community – the Community Development Block grant program directly impacts the quality of life of the residents of Tamarac while enhancing the built environment.



Maxine Calloway,
Director of Community Development

Attachments:

Resolution
Consolidated Annual Performance Evaluation Report and associated Exhibits

CITY OF TAMARAC, FLORIDA

RESOLUTION NO R-2015-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO APPROVE THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER FY2014-2015) FOR THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS FOR HUD'S FISCAL YEAR 2014-2015; CASE NO. 9-MI-15; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as of October 1, 2014, the City of Tamarac has received funding from the U.S. Department of Housing and Urban Development (HUD) for HUD's Fiscal Year (FY2014-2015) in the amount of \$355,970.00 for its Community Development Block Grant (CDBG) Program; and

WHEREAS, at the conclusion of each funded year, the City of Tamarac must prepare a Consolidated Annual Performance Evaluation Report (CAPER), which details the expenditures for its approved projects and programs undertaken during that fiscal year; and

WHEREAS, the approved CAPER FY 2014-2015 document will be submitted to HUD for approval by December 15, 2015; and

WHEREAS, the Director of Community Development recommends approval; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve the

Consolidated Annual Performance Evaluation Report (CAPER FY2014-2015) for submittal to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2: That the City Commission adopt the Consolidated Annual Performance Evaluation Report (CAPER FY 2014-2015) (attached hereto as Exhibit "1") to be submitted to the U.S. Department of Housing and Urban Development (HUD) consistent with Community Development Block Grant (CDBG) Program requirements.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2015

CITY OF TAMARAC, FLORIDA

Harry Dressler
MAYOR

ATTEST:

PAT TEUFEL,
CITY CLERK

H. DRESSLER _____
P. BUSHNELL _____
M. GOMEZ _____
D. GLASSER _____
D. PLACKO _____

I HEREBY CERTIFY that I
have approved this
RESOLUTION as to form.

SAM GOREN
CITY ATTORNEY

CITY OF TAMARAC

Consolidated Annual Performance and Evaluation Report FY 2014 – 2015

CAPER



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM GRANT NO. B-14-MC-12-0048

CITY OF TAMARAC

Consolidated Annual Performance and Evaluation Report FY 2014 – 2015 City of Tamarac

Mayor Harry Dressler
Vice Mayor Pamela Bushnell
Commissioner Michelle Gomez
Commissioner Diane Glasser
Commissioner Debra Placko
City Manager Michael C. Cernech

Our Vision

The City of Tamarac, Our Community of Choice-Leading the nation in quality of life through safe neighborhoods, a vibrant community, exceptional customer service and recognized excellence.

Our Mission

We “Committed to Excellence...Always”
It is our job to foster and create an environment that:
Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results
Makes a Difference

Our Values

As stewards of the public trust, we value:
Vision
Integrity
Efficiency
Quality Service

Prepared by:
Community Development Department
Housing Division
TABLE OF CONTENTS

Introduction	4
Community Description	5
City Awards & Accolades	6
City Map	8
Narrative of Annual Performance	9
Annual Assessment	10
Overall Goals	10
Funding Categories	12
FY 2014/2015 Activities and Proposed Accomplishments	13
Performance Measurements	14
Goals and Objectives Chart	15
Activities and accomplishments by year	16
Investment of Available Resources	18
Resources within jurisdiction	19
Households and Persons Assisted by Activity	20
Other Actions / Activities	22
Barriers to Affordable Housing	23
Fair Housing	24
Section 3 / Vicinity Hiring	27
Davis Bacon	27
Lead-Based Paint	27
Institutional Structure	28
Continuum of Care	29
Leveraging Resources	30
Monitoring Standards and Procedures	32
Anti-displacement and Relocation Plan	34
Public Notification	35
Public Comments	36
Public Participation	36
Citizen Participation Plan	Exhibit 1
CAPER Public Notice	Exhibit 2
Financial Summary Report - PR26	Exhibit 3
Summary of Activities Report - PR03	Exhibit 4
Summary of Consolidated Plan Projects Report - PR06	Exhibit 5
Section 3 Report - HUD Form 60002	Exhibit 6
Contractor and Subcontractor Activity Report - HUD Form 2516	Exhibit 7

INTRODUCTION

The City's Housing Programs are administered in-house utilizing City staff. This maintains better control and accuracy in the use of CDBG, and other grant funds. The City met its annual timeliness deadlines and reporting obligations during FY 2014/2015.

The Consolidated Annual Performance Evaluation Report (CAPER FY 2014/2015), details the City's past year performance relative to the expenditure of Community Development Block Grant (CDBG) funds to accomplish those goals stated in the Five-Year Consolidated Plan and its corresponding Annual Action Plan.

In fiscal year 2014/2015 the City of Tamarac successfully received approval from the U.S. Department of Housing and Urban Development (HUD) to participate in the Community Development Block Grant (CDBG) program. The City's FY 2014/2015 Annual Action Plan was approved by the U.S. Department of Housing and Urban Development and a Grant Agreement was executed on November 25, 2014. The October 1, 2014 thru September 30, 2015 funding period covered by this report, reflects the progress made in achieving the fifteenth year annual funding goals/priorities established by the City of Tamarac. The Fifteenth Year grant allocation, totaling \$355,970.00 and federal compliance actions associated with the receipt of HUD funds is the primary focus of the CAPER 2014/2015. The activities conducted with CDBG funds consist of affordable housing and social services. This CAPER will provide information as to the goals and accomplishments of the City of Tamarac's CDBG program.

In addition to CDBG funds, the City of Tamarac is an entitlement agency of the State Housing Initiative Partnership Program (SHIP), and is a member of the Broward County Consortium for of Home Investment Partnership Program (HOME). The City of Tamarac is also still utilizing funds from the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes under the Housing and Economic Recovery Act, 2008 in the amount of \$4,772,218.00 for Neighborhood Stabilization Program-Round 1, and another \$1,427,857 under Neighborhood Stabilization Program- Round 3. These funds were allocated to Acquisition/Rehabilitation, Financing Mechanism and Demolition activities. Lastly, the City has been awarded a competitive grant for the past five funding cycles under the Florida Division of Emergency Management's Residential Construction Mitigation Program of approximately \$150,000 per year.

The additional funding sources mentioned above worked in conjunction with the CDBG Program leveraging funds across activities.

COMMUNITY DESCRIPTION

Tamarac is a full-service City offering its residents a variety of services and programs. Located in central Broward County, Tamarac is ideally located with easy access to major highways, shopping, entertainment, and leisure activities. The City was incorporated in 1963 by developer Kenneth E. Behring, and has grown from an active retirement community to a City that now boasts an average resident age of 47 and greater diversity than ever before. As the City's branding slogan states, Tamarac is "The City for Your Life" — not only is it your city from the moment you are born, it also provides the quality and type of life you deserve throughout your lifetime.

Lush green lawns and inviting canals frame Tamarac's diverse opportunities to make a home. Whether people seek the convenience and economy of a condo flat or want the spaciousness and luxury of a large home with a golf course view, they are likely to find it in Tamarac. Tamarac's Parks and Recreation Department provides year-round recreation programs for every age group. Softball, tennis, roller hockey, senior activities and events, boat launch, fishing, picnic and shaded playground facilities are offered at four city-owned and operated Parks.

Tamarac is a safe city. Its crime rate is the lowest for any Broward County municipality or more than 60,000 residents. Tamarac operates under a City Commission/City Manager form of government. Residents elect their Mayor-at-large and each of four City Commissioners from single-member electoral districts. Tamarac's 'customer-first' orientation is a secret to the City's recent economic and community development successes. The City promises businesses and residents a professional "customer service that is second to none." There are currently over 1,500 businesses registered within the City.

During the past year, Tamarac continues to strive and has achieved great success with regard to its outstanding performance and customer service. Most of the awards and accomplishments received over the past year are repeat awards and achievements from the previous years. In addition to the numerous awards the City has won, many of the City's staff also accomplish success in the form of awards, certifications, nominations on boards and committees, as well as internal innovation, customer service and leadership awards.

2014/2015 CITY AWARDS AND ACCOLADES

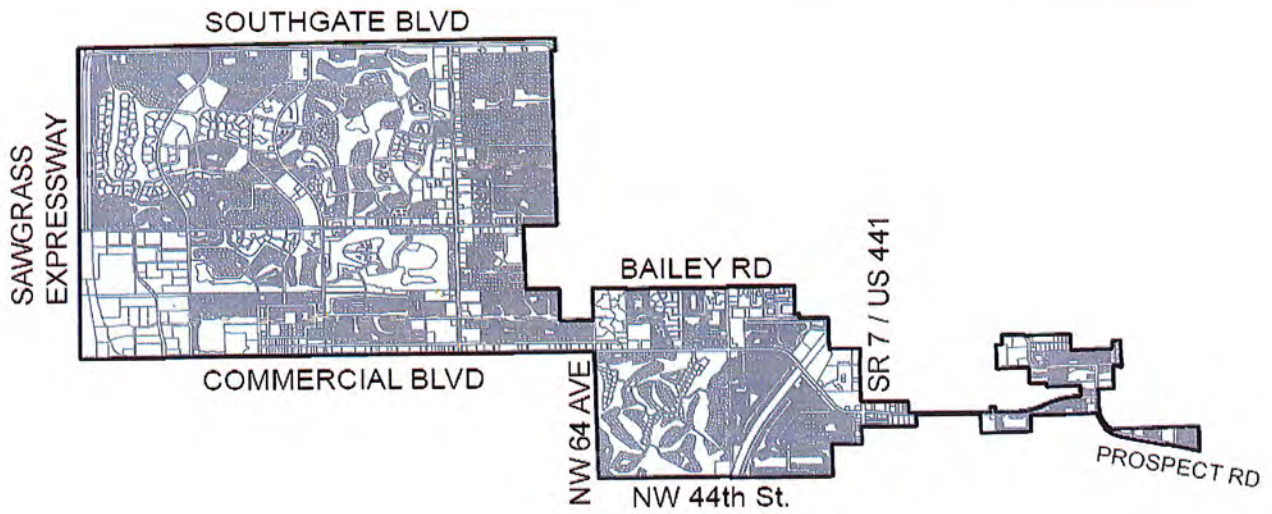
<u>Award Agency</u>	<u>Award Name</u>	<u>Title of Application</u>	<u>Topic of Application</u>
Government Finance Officers Association (GFOA)	Certificate of Achievement for Excellence in Financial Reporting	2014 CAFR	CAFR
Florida Recreation and Park Association (FRPA)	Facility Showcase Award	Facility Showcase Award	For Mainland's Park and the Synthetic Turf Field at the Sports Complex
Government Finance Officers Association (GFOA)	Distinguished Budget Award	Annual Budget for Fiscal Year 2014	Budget
Fire Rescue East Conference in Daytona Beach FL	Fire Rescue East Paramedic Competition - 3 rd Place	RIT Team Competition (Rapid Intervention Team)	RIT Team Competition (Rapid Intervention Team)
Firehouse 2015 Expo	Firehouse 2015 Competition - 1 st Place	Rapid Intervention Team (RIT)	Rapid Intervention Team (RIT)
ICMA	2015 Program Excellence Awards Strategic Leadership and Governance	City of Tamarac CPM Application and Attachments	CPM Application

Printing Association of Florida	2015 Customer Awards	Customer Awards	Judges Award - Tam-A-Gram & Award of Excellence for on-demand newsletter "Tamarac - The City that Plans for the Future."
Florida Association of Senior Centers	Flo Goldman Award	Senior Center Award	
Kaboom	Playful City USA 2015 Florida Fit Friendly Company Award	2015 Playful City Application	Playful City
American Heart Association		Worksite Wellness Program	Workforce Wellness program
Centers for Disease Control And Prevention	Water Fluoridation Quality Award	Water Fluoridation Reporting System (WFRS)	Quality of Water Fluoridation
American Public Works Association	Project of the Year	NW 108 Terr. & NW 80 St.	Drainage/Resurfacing

CITY MAP

CITY OF TAMARAC

Florida



NARRATIVE OF ANNUAL PERFORMANCE

ANNUAL ASSESSMENT

For fiscal year 2014-2015 the City was allocated \$355,970 in CDBG funds from HUD. The funds were made available to the City after October 1, 2014. The allocation was used to fund activities and priorities herein described, according to and consistent with the City's FY 2010/2011-2014/2015 Consolidated Plan/Annual Action Plan. All activities undertaken by the City will benefit very low (below 30% AMI), low (below 50% AMI), and moderate (below 80%) income persons.

The 2010/2011-2014/2015 Consolidated Plan addressed the City's needs via three goals and related and corresponding priorities that are summarized below:

Goals

The statutes for the HUD CDBG grant programs set forth three basic goals which are closely related to the major commitments and priorities of the U.S. Department of Housing and Urban Development (HUD). Each of these goals must primarily benefit very low, low and moderate income persons within the context described below:

1. To provide suitable living environment
2. To provide decent housing
3. To expand economic opportunities

This five-year consolidated plan incorporates priorities and programs addressing these goals.

OVERALL GOALS:

The following goals show how the City will carry out its mission:

SPECIFIC GOALS: Housing and Homeless

- ❖ Provide housing assistance. Home Rehabilitation (minor or major) of owner-occupied properties owned by low-moderate income households, including barrier free accessibility.
As program funding and housing needs fluctuate over the next five years, the City will continually monitor the immediate needs of its residents to determine the best activities to address the need as part of the City's Annual Action Plans.
- ❖ Preserve existing housing stock through assistance by the Code Enforcement Division and Building Department.
- ❖ Encourage the construction of high quality affordable rental and owner-occupied housing.
- ❖ Demolish unsafe structures as identified.
- ❖ On-going coordination for services and housing for the homeless.

SPECIFIC GOALS:**Community Development:**

- ❖ Community Self-investment in low/moderate income areas.
- ❖ Facilities/services to address critical social needs.
- ❖ Facilities/services for seniors, children and persons with special needs.

SPECIFIC GOALS:**Emergencies**

- ❖ Governmental response to emergency/life threatening situations.

Objectives

The overall program objective is driven by several factors including (1) the age and condition of the residential developments in the City; (2) the need for community facilities for low/moderate income households, particularly elderly households; and (3) the need to provide Public Services.

The City of Tamarac continues to promote high quality housing development, as well as quality maintenance of the City's existing housing stock by residents. However, the City must insure that developers provide affordably high quality housing for the low/moderate income residents of the City. This objective can be achieved over the five year period through the following strategies:

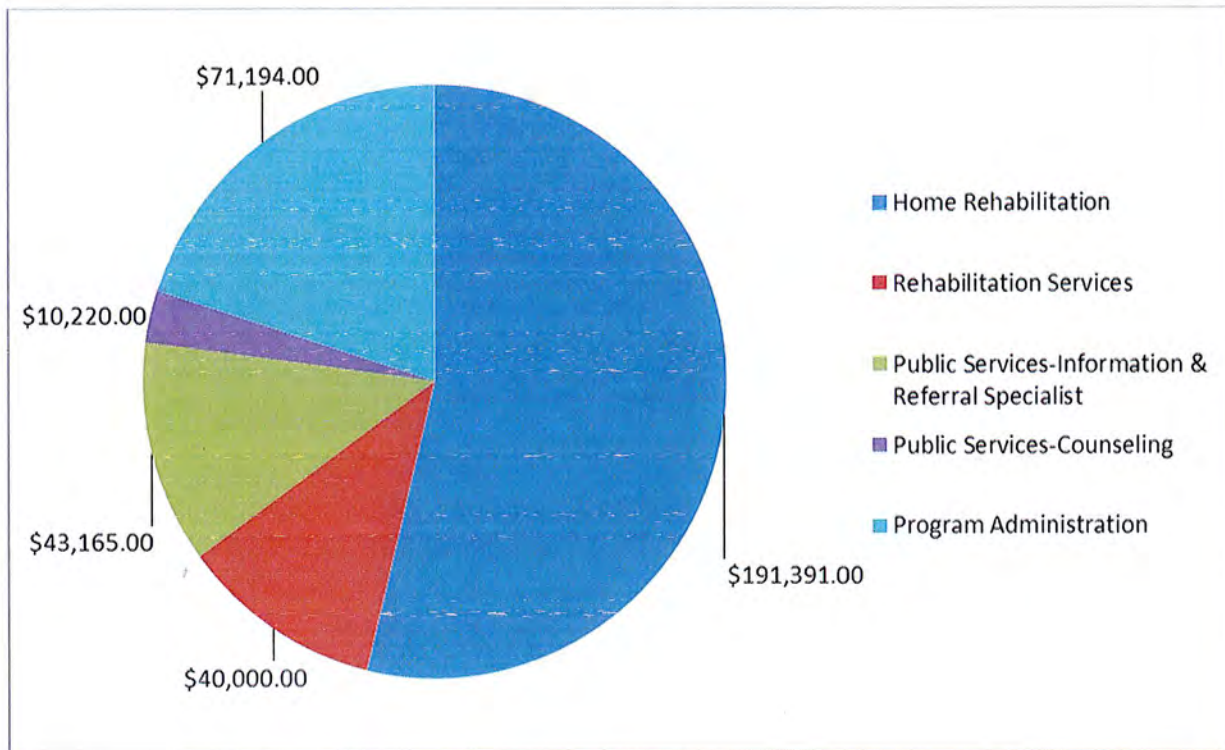
- Provide funding assistance to maintain the supply of affordable housing through rehabilitation of older units.
- Provide first-time homeownership opportunities for low and moderate income residents.
- Provide public services based on the demand and needs of the residents'.
- Code Enforcement activities
- Public Facilities improvements

The City prepared its next Five Year Consolidated Plan for FY 2015/2016 through FY 2019/2020 during fiscal year 2014/2015 planning for its priorities and funding considerations. This Consolidated Plan was submitted to HUD through the Broward County HOME Consortium, and awaits final HUD approval.

FUNDING CATEGORIES

<u>ACTIVITY</u>	<u>FUNDED AMOUNT</u>	<u>% OF FUNDING</u>
Administration	\$ 71,194.00	20%
Public Services	\$ 53,385.00	15%
Information & Referral Specialist (\$43,165.00)		
Counseling Services (\$10,220.00)		
Home Rehabilitation	\$ 191,391.00	54%
Rehabilitation Services	\$ 40,000.00	11%
TOTAL	\$ 355,970.00	100%

FY 2014/2015 FUNDING ALLOCATION PROGRAM DISTRIBUTION



CDBG FY 2014-2015 ACTIVITIES AND PROPOSED ACCOMPLISHMENTS

Public Services

Full-Time Information and Referral Specialist \$ 43,165.00

This activity will include funding for a full-time social worker to provide information and referral services to elderly residents, ongoing case management, implementation of the Senior Program and the Volunteer Program, addressing calls and managing an on-going caseload. Approximately one hundred (100) unduplicated clients will be served by the Social Worker this fiscal year. These activities are eligible under 24 CFR section 570.201(e), and will benefit low and moderate income persons as qualified under 570.208(a)(2), limited clientele.

Counseling Services \$ 10,220.00

This activity will include funding for support groups to individuals, families, as a result of continuing family issues (bereavement, mental health, and other life skill improvement activities). Approximately 88 hours of individual counseling and 50 hours of women's counseling will be provided this fiscal year. These activities are eligible under 24 CFR section 570.201(e), and will benefit low and moderate income persons as qualified under 570.208(a)(2), limited clientele.

Residential Rehabilitation

Home Rehabilitation \$191,391.00

This activity will provide minor home repairs to a minimum of eight (8) low to moderate-income households who are experiencing conditions in and around the home that pose a threat to health, safety, and welfare of the household occupants. This project will be carried out on a citywide basis. This activity is eligible under 24 CFR Section 570.202(a) and will benefit low and moderate-income households on an area-wide basis.

Rehabilitation Services \$ 40,000.00

This program support activity includes marketing, application in-take and review and verification for eligibility, communication with general contractors, specification review and on site problem solving inspections and other services related to the completion of residential rehabilitation projects.

General Program Administration

Program Administration \$ 66,194.00

This activity will provide general management, oversight, and coordination of the programs. Also, this activity will provide for an annual grant audit, and provide provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act, 42 U.C.C. 3601-20. These activities are

presumed to benefit low and moderate-income persons and are eligible under 24 CFR 570.206(a).

Auditing Services \$ 5,000.00

Since the FY 2010 CDBG program is an expenditure driven program that may result in total federal expenditures exceeding \$500,000, the City is required under the U.S. Single Audit Act and the OMB Circular A-133 to have an annual compliance audit conducted. These activities are presumed to benefit low and moderate-income persons and are eligible under 24 CFR 570.206(a).

Total Budget **\$355,970.00**

PERFORMANCE MEASUREMENTS

The City funded the above activities to produce outcomes that fulfill HUD's objectives as follows:

* **Accessibility, Affordability, and Sustainability** for the purpose of creating suitable living environments.

Project:	Activity:
<u>Home Rehabilitation</u>	Home Rehabilitation Rehabilitation Services
<u>Public Service</u>	Information & Referral Specialist Counseling Services

The next page shows a chart presenting the City's Goals and Objectives for FY 2014/2015 activities using these codes to identify the corresponding outcomes:

Outcome & Objective	Availability/ Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

**TAMARAC GOALS & OBJECTIVES CHART
CDBG FUNDED FY 14/15 ACTIVITIES**

OBJ. #	SPECIFIC OBJECTIVE	DESCRIPTION	PERFORMANCE INDICATORS	EXPECTED NUMBER	ACTUAL NUMBER	OUTCOME / OBJECTIVE
--------	--------------------	-------------	------------------------	-----------------	---------------	---------------------

PUBLIC SERVICE

GOAL To provide a suitable living environment to Tamarac residents.

1	Full-Time Information & Referral Specialist FY 14/15 Activity #99	To provide information and referral services to residents in need with on-going case management and referral services.	Number of residents assisted.	100 Unduplicated residents assisted per year.	47 Unduplicated residents assisted per year. <i>*Position not hired until mid- February 2015</i>	SL-1
2	Counseling Services FY 14/15 Activity # 100	This activity will include funding for support groups to individuals, families, as a result of continuing family issues.	Number of residents assisted.	22 Unduplicated residents assisted per year.	38 Unduplicated residents assisted per year.	SL-1

HOME REHABILITATION

GOAL To provide decent and affordable housing opportunities to Tamarac residents.

3	Home Rehabilitation FY 14/15 Activity #101	To offer assistance to correct health, safety, building and code deficiencies and violations.	Number of households assisted	8 Households Assisted	10 Households Assisted	DH-3
----------	---	---	-------------------------------	--------------------------	-----------------------------------	------

Community Development Block Grant funds have a 5-year expenditure deadline from the date of issuance. Each year a grantee is allocated new funds; however, it is possible that prior year funds remain available or unencumbered going into a new allocation year. A grantee may have a maximum of 1.5 times its annual allocation pending expenditure; whether due to slow starting programs, cancelation of projects or other delays. This is referred to as a grantees "CDBG Timeliness Ratio" and is an annual obligation grantees are expected to meet in order to continue receiving additional allocations.

Grantees report expenditures and accomplishments for each CDBG activity approved as part of the Annual Action Plan process. Reporting is completed via HUD's Integrated Disbursement and Information System (IDIS).

Three activities were approved for the FY 2014/2015 Annual Action Plan. Additionally, the City has activities approved from prior years which continue to be active for five years in which those prior year funds are drawn until the activity is completed. The City must maintain an expenditure ratio of 1.5 its current annual allocation to be in compliance with HUD regulation.

CURRENT YEAR ACTIVITY FUNDING EXPENDITURES

Funds drawn on **FY 14/15 approved activities** from HUD'S IDIS Computer System during the current year are as follows:

\$284,973.91

<u>Program Year</u>	<u>Activity #</u>	<u>Project Name</u>	<u>Activity Name</u>	<u>Drawn Amount</u>
2014	101	Home Rehabilitation	Home Rehabilitation	\$170,120.72
	102	Home Rehabilitation	Rehabilitation Services	\$24,632.72
	99	Public Services	Information & Referral Specialist	\$24,087.18
	100	Public Services	Counseling Services	\$7,340.00
	103	Program Administration	Annual Financial Audit	\$0.00
	105	Program Administration	General Program Administration	\$58,793.29

Total funds from **prior year activities** expended (drawn from HUD'S Integrated Disbursement Information System) during FY 2014/2015 are as follows:

\$123,666.28

Program	Activity				Drawn
Year	#	Project Name	Activity Name	Assisted	Amount
2009	67	Public Facilities Improvements	Installation of Sidewalks	Completed 1 location (partial funding with activity 76 & 91)	\$3,808.33
2010	76	Public Facilities Improvements	Installation of Sidewalks	Completed 1 location (partial funding with activity 67 & 91)	\$14,655.24
	108	Home Rehabilitation	Minor Home Repair-Toilet Rebate	113 Households assisted	\$17,110.31
2011	83	Home Rehabilitation	Home Rehabilitation	1 Household assisted	\$9,741.35
	87	Home Rehabilitation	Rehabilitation Services	N/A	\$707.33
	91	Public Facilities Improvement	Installation of Sidewalks	Completed 1 location (partial funding with activity 67 & 76)	\$2,151.46
2012	90	Home Rehabilitation	Home Rehabilitation	1 Household assisted	\$22,379.85
2013	92	Public Services	Information & Referral Specialist	7 senior residents assisted	\$3,283.84
	93	Home Rehabilitation	Home Rehabilitation	2 Households assisted	\$22,867.84
	94	Home Rehabilitation	Rehabilitation Services	N/A	\$7,969.40
	97	Home Rehabilitation	Minor Home Repair-Toilet Rebate	93 Households assisted	\$16,593.33
	98	Public Facilities Improvements	Installation of Automatic Door	1 facility improved with a automatic door	\$2,398.00

Activity accomplishments for "prior year" activities will be reported in Integrated Disbursement Information System (IDIS) PR03 report.

INVESTMENT OF AVAILABLE RESOURCES

AVAILABLE RESOURCES WITHIN JURISDICTION

Below are activities financed in part or in whole by the City's regularly funded grants during fiscal year 2014/2015 (current year and prior year funds):

Residential Rehabilitation	
Home Rehabilitation	CDBG/SHIP/HOME
Rehabilitation Services	CDBG/SHIP/HOME
Toilet Rebate Program	CDBG/General Fund
Public Services	
Information & Referral Specialist	CDBG
Counseling Services	CDBG/General Fund
Public Facilities Improvements	
Sidewalk Installation	CDBG
Automatic Door Installation	CDBG

Other temporary funding sources available to the City during FY 2014-2015:

2008 Housing & Economic Recovery Act, Neighborhood Stabilization Program
 Down Payment Assistance

2010 Dodd-Frank Wall Street Reform and Consumer Protection Act,
Neighborhood Stabilization Program-Round 3
 Foreclosure Acquisition/Rehabilitation/Disposition

FY 2014/2015 Residential Construction Mitigation Program
 Residential Mitigation

HOUSEHOLDS AND PERSONS ASSISTED

The Five Year Strategic Plan of the City of Tamarac's Consolidated Plan provided for the assistance to low and moderate income persons and households as a number one goal.

For fiscal year 2014-2015 the City met this goal through the projects listed below:

- **Project: Public Service**
Activities: Information and Referral Specialist
Counseling Services
- **Project: Residential Rehabilitation**
Activities: Home Rehabilitation

The City's grant funded programs require income certification of individuals and/or households funds being provided. For 2014, the following HUD issued income limits were utilized:

Broward County 2014 Area Median Income Chart		
Household Size	Maximum Income 80% AMI	Maximum Income 120% AMI
1	\$ 38,650.00	\$ 57,960.00
2	\$ 44,200.00	\$ 66,240.00
3	\$ 49,700.00	\$ 74,520.00
4	\$ 55,200.00	\$ 82,800.00
5	\$ 59,650.00	\$ 89,520.00
6	\$ 64,050.00	\$ 96,120.00
7	\$ 68,450.00	\$ 102,720.00
8	\$ 72,900.00	\$ 109,320.00

These fiscal year 2014-2015 activities were funded in part or in whole by the Department of Housing and Urban Development (HUD), the State of Florida's State Housing Initiative Partnership (SHIP) and HOME Investments Partnership Program (HOME).

Project: Public Services

Activity: Information and Referral Specialist

This activity will include funding for a temporary full-time social worker to provide information and referral services to elderly residents, ongoing case management, implementation of the Senior Program and the Volunteer Program, addressing calls, and managing caseloads.

Actual: 47 Unduplicated residents assisted.

Demographics: 79% White, 17% Black, 4% Asian
3 Hispanic residents
44 Female Head of Households
31 disabled residents assisted through this activity.

Activity: Counseling Services

This activity will include funding for support groups to individuals, families, as a result of continuing family issues (bereavement, mental health, and other life skill improvement activities).

Actual: 38 Unduplicated residents assisted.

Demographics: 73% White, 24% Black, 3% Asian
5 Hispanic residents
20 Female Head of Households
4 disabled residents assisted through this activity.

Project: Home Rehabilitation

Activity: Home Rehabilitation

This activity will provide minor home repairs to low to moderate-income households who are experiencing conditions in and around the home that pose a threat to health, safety, and welfare of the household occupants. This project will be carried out on a citywide basis.

Actual: 10 Households assisted.

Demographics: 50% White, 25% Black, 25% Hispanic
9 Female Head of Households
5 senior households

Other Action Undertaken

OTHER ACTIONS / ACTIVITIES

Technical Workshops/Education

During fiscal year 2014-2015, in conjunction with the City's Housing Division, workshops were held to further educate and prepare applicants for the programs they were interested in applying for as well as other housing related topics.

On April 8, 2015 the City held a Homebuyer Orientation for the upcoming Open Enrollment of the Down Payment Assistance Program. Invited to the Orientation were local lenders, realtors, housing counseling agencies, and the City's fair housing contractor H.O.P.E Inc. With over 300 interested homebuyers in attendance, staff and presenters provided information on the HUD required 8-hour homebuyer counseling course, fair housing practices, lender guidelines, additional resources which may be available, as well as the City's program guidelines and process. HOPE Inc. conducted a fair housing survey of the attendees to gauge the level of understanding of common fair housing practices and problems.

Through the City's HOA Liaison Program, quarterly seminars were held offering topics of interest to better equip HOA and Condo board members in handling their communities and serving their residents. The following seminars' and topics were offered:

- February 24, 2015 attorneys from Kaye Bender and Rembaum conducted a Board Certification course for both HOA and Condominium board members. Certificates were issued to those in attendance.
- May 12, 2015 H.O.P.E. Inc. was the invited guest speaker to educate HOA and Condo Association Boards on their fair housing rights and responsibilities. Issues such as household size, age, pets and disabilities were discussed. Additionally, proper screening of incoming households was also examined.
- August 18, 2015 attorney Jane Bolin coached the group on proper methods to initiate and implement Committees. She spoke about record keeping, voting, as well as transparency.
- The last seminar will be held November 18, 2015 regarding elections. This seminar will be conducted by Community Advocacy Network.

Barriers to Affordable Housing

The City continues to support affordable housing efforts by focusing on the grants available through the CDBG, SHIP and HOME programs. By partnering with Broward County Home Consortium and Housing Finance

Authority, the City is able to refer residents for home ownership counseling and lender's program as a way to negate predatory lending.

The City currently has several incentive strategies for builders and developers, housing programs that target very low, low and moderate households.

Incentive Strategies:

- Permits, as defined in s. 163.3164(7) and (8), for affordable housing projects are expedited to a greater degree than other projects.
- The City expedites the processing of affordable housing permits through a pre-application conference.
- Affordable housing projects are identified by sales price consistent with the SHIP program's housing value limits.
- The building and Community Development Departments have employees that serve as liaisons with developers of affordable housing to assist in the permit process.
- Affordable housing projects are stamped "EXPEDITED."

An Affordable Housing Advisory Committee reviews incentive strategies on a tri-annual basis.

Fair Housing

The City has an annual agreement with Housing Opportunities Project for Excellence, Inc. (H.O.P.E. Inc) to provide Fair Housing activities to the residents as well as staff of the City of Tamarac. Additionally, H.O.P.E Inc is contracted to prepare and update the **Analysis of Impediments** as required. H.O.P.E. Inc. provides various activities such as: education, outreach, poster contests, and marketing of the City's Fair Housing practices as defined within the consultant's scope of work. The City provides information on HUD fair housing and lending practices as part of homeownership materials, through community outreach and education, and attendance at Homeowner Association meetings, Condominium Association meetings, meetings with various external groups and associations interested in housing programs.

On April 8, 2015 the City held a Homebuyer Orientation for the upcoming Open Enrollment of the Down Payment Assistance Program. Invited to the Orientation were local lenders, realtors, housing counseling agencies, and the

City's fair housing contractor H.O.P.E Inc. With over 300 interested homebuyers in attendance, staff and presenters provided information on the HUD required 8-hour homebuyer counseling course, fair housing practices, lender guidelines, additional resources which may be available, as well as the City's program guidelines and process. HOPE Inc. conducted a fair housing survey of the attendees to gauge the level of understanding of common fair housing practices and problems.

As part of the City's HOA Liaison Program, on May 12, 2015 H.O.P.E. Inc. was the invited guest speaker to educate HOA and Condo Association Boards on their fair housing rights and responsibilities. Issues such as household size, age, pets and disabilities were discussed. Additionally, proper screening of incoming households was also examined.

The following external Fair Housing activities benefited Tamarac residents:

For FY 2014/2015 H.O.P.E. Inc conducted over fifty **(50)** Fair Housing and Predatory Lending presentations throughout Broward County attended by residents of Tamarac.

Monthly	Fair Housing workshops are held throughout Broward County on a monthly basis and is open to all residents. Each month residents from Tamarac attended a workshop or call into the H.O.P.E Hotline for assistance.
On-Going	Posting of H.O.P.E. Inc. Discrimination hotline on City's website.
On-Going	All Housing Assistance Applications contain language referring to the Fair Housing Act and its contents.
On-going	As a member of the Broward County Community Development and Housing Task Force, the City and its Housing staff participate in workshops on Foreclosure Prevention, Homebuyer Opportunities and other housing related activities. During these events a Fair Housing agency is represented.
April 2015	Tamarac was a sponsor at the "Fair Housing Month Broward Symposium and Luncheon.

Summary of Analysis by H.O.P.E. Inc.

In review of key impediments identifying those systematic or structural issues which limit the availability for people to take advantage of the full range of fair housing choice which should be available to them in the City of Tamarac, this analysis is a comprehensive evaluation of the barriers that continue to inhibit such choice and offers recommendations considered necessary toward improvements. This analysis recommends specific measures to combat the identifiable barriers to fair housing choice in light of community population increase and demographic changes as well as the limited available affordable housing opportunities. The following impediments identified are also considered in relation to data and previous information gathered regarding specific housing and community facts. In sum, key impediments offer for relevant data to be included demonstrating that specific groups have been affected by limited affordable housing choice and seek to be remedied with heightened affirmative marketing and monitoring practices including outreach and testing projects focused toward both housing providers and community members. Overall, disparities and lack of knowledge of discriminatory housing and lending practices offer a disparate impact within the potential housing market for different groups of community members and as such require actions to be taken to reach measurable results in order to ensure the City's commitment to ensure fair housing initiatives and the provision of safe, decent, and affordable housing and neighborhoods for all their residents.

Identification of Impediments to Fair Housing Choice

The City of Tamarac entered into an agreement with H.O.P.E Inc as the City's current fair housing provider to prepare a new analysis of impediments. Once finalized, the AI will be approved by HUD and effective 2015 and in place for a period of five years. The City will focus on the importance of fair housing practices and continue to partner with H.O.P.E. Inc to provide fair housing education to both its residents and Housing staff. Once the new Analysis of Impediments is review and approved, Housing staff and H.O.P.E. Inc will begin implementing actions towards addressing any impediments.

Section 3

The City's Housing Division created and regularly updates its Housing Policy and Procedures including its Section 3 and Vicinity Hiring practices. This Plan included steps to be followed when soliciting projects or employment opportunities under the Housing Program as well as other federally funded programs. For activities or projects funded by HUD, the City has begun incorporating Section 3 / Vicinity Hiring language into its solicitations. The Plan is updated regularly as better and more efficient practices are identified.

Under its Neighborhood Stabilization Program – Round 3, the City reached out to several local businesses to meet the NSP3 vicinity hiring expectation. A local realtor, surveyor and appraisal company is part of the NSP3 program. Additionally, to assist in the care and maintenance of the NSP3 properties, while owned by the City, a local lawn maintenance and pool servicing company were hired.

The City continues to follow the implementation of HUD's Section 3 Pilot Program and will participate and incorporate the accomplishments of that program into the City's processes.

Davis-Bacon

Davis-Bacon practices are followed in all of the City's federally funded projects, and in 2012 the City drafted its Davis Bacon Plan. Staff conducts on-site monitoring of projects subject to David Bacon rules and will continue to follow HUD requirements.

Lead-Based Paint

The County implements and evaluates Lead-Based Paint regulation for the City of Tamarac. Each applicant is screen through the application process by determining whether the house was built prior to 1978. All homes build prior to 1978 is inspected with the County's consultant Adviron Environmental System Inc. Adviron will evaluate the home with a Visual Assessment, Paint Testing, or Risk Assessment (or Lead Hazard Screen). County will fund lead testing through the County's CDBG housing rehabilitation programs. The Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X of the Housing and Community Development Act of 1992, amended the Lead-Based Paint Poisoning Prevention Act of 1971 (Lead Act), which established the current Federal Lead-based paint requirements. The new lead-based paint regulation implements sections 1012 and 1013 of this Act. The new regulation appears within title 24 of the Code of Federal Regulations

as part 35 (24 CFR 35.105). HUD has issued a new regulation to protect young children from the poisoning hazards of lead-based paint in housing that is financially assisted or sold with federal government resources. The regulation, which took effect September 15, 2000, increased the requirements in current lead-based paint regulations. The regulation does not apply to housing built after January 1, 1978, when lead-based paint was banned for residential use.

It is important to note that most of Tamarac' housing was built after 1978. A pamphlet "Protect Your Family from Lead in Your Home" is given to each applicant explaining to them the effects of Lead to adults and children. All homes receiving CDBG funds that meet the criteria for Lead-Based Paint are being tested.

More attention is placed on eliminating lead dust and the new regulation outlines clean-up and final clearance procedures. Occupants must receive notification of lead-based paint hazards. In general, for homes built prior to January 1, 1978, all lead-based paint must be either stabilized or removed; and dust testing must be performed after the paint has been disturbed to ensure that a house is lead-safe.

The City of Tamarac has an Agreement for Services with a Lead Based Paint Inspection company as well as an Asbestos Testing company to perform inspections to all homes being rehabilitated and purchased using City assistance funds.

Institutional Structure

All direct Housing Assistance Program funds are administered in-house by City staff. Since 2007 the City has provided the services necessary to carry out the intent of each funding source such as: monitor the distributions, provide income certification, prepare reports and offer direct assistance to the residents of Tamarac. Additionally, the City is a part of the HOME Consortium through Broward County, the administering agency; however, all delivery of service is completed by the City's Housing Division.

The Housing Division reports to the Director of Community Development. The Community Development Department consists of five Divisions: Housing, Planning and Zoning, Code Compliance, Economic Development and Business Revenue. Staff members of the Housing Division maintain daily activity logs/timesheets to better document time allocation among the various funding sources.

Continuum of Care

The City is a member of the Broward County Homeless Partnership Initiative, which is the lead agency for the regional (Broward County) Continuum of Care. The City supports the Initiative and its efforts to end homelessness. Through regular meetings and reports provided by Broward County, the City is kept up to date with Tamarac's homeless population.

Broward's Continuum of Care addresses all aspects of homelessness including prevention, outreach, emergency shelter, transitional and permanent affordable housing, and supportive services. This work includes:

- Facilitating community, business and governmental involvement in the homeless continuum of care
- Direct oversight of the County's three regional Homeless Assistance Centers
- Creating new and innovative programs to serve Broward's homeless population (such as the County's first homeless medical respite care facility)
- Participation in the creation of applications and requests for proposals

The City will continue to work with the County, and local non-profit social service and housing providers to fully support the countywide Continuum of Care system to assist homeless families and individuals. Housing staff attends regular meetings offering input and assistance in the needs of Broward County's homeless population.

In an effort to better serve the needs of the Continuum of Care for the Homeless and local agencies participation, HOME Consortium meetings began incorporating Homeless activities and topics of discussion into its monthly HOME meeting agenda. This allows for an ongoing partnership with the cities and Broward County to address homelessness.

The following facilities, agencies and programs provide additional services to meet the needs of homeless persons throughout Broward County:

- Archways Services (diagnostic evaluation/mental health/supportive services)
- Bernie Alik Health Care for the Homeless (health)
- Board of County Commissioners (oversight/policy)
- Broward Addiction Recovery Center
- Broward Behavioral Health Coalition (State Managing Entity)

- Broward Health (North Broward Hospital District)
- Broward Homeless Continuum of Care (CoC) Board and Committees: CoC committees which include Coordinated Assessment Committee/Zero:2016 Chronic Work Group; Rapid Rehousing and Permanent Supportive Housing Committee
- Broward Sheriff's Office (BSO)
- Chamber of Commerce
- County Human Services Division
- Department of Children and Family Services (DCF)
- Fort Lauderdale and Hollywood PHAs
- Henderson Behavioral Health (diagnostic evaluation/mental health/supportive services)
- Homeless Initiative Partnership Collaborative Applicant/Lead Agency Broward County
- Homeless Outreach Teams (Task Force Force Ending Homelessness)
- JM Family Foundation
- Memorial Health Care (South Broward Hospital District)
- Mental Health Court (legal)
- Municipal and County Law Enforcement
- PATH
- United Way SSVF (veteran housing and supportive services)
- Veterans Administration (regional and local offices)

Leveraging Resources

Leveraging is utilized by the City as an excellent tool to better meet the needs of its low and moderate income persons by increasing the total number of dollars available per person.

Broward County has been designated as a HOME Consortium by the U.S. Department of Housing and Urban Development (HUD) and receives an annual allocation of HOME funds on behalf of the thirteen (13) participating Consortium cities. These funds have enabled members of the consortium to expand their initiatives and resources to provide safe, decent and affordable housing to the residents of the participating cities. The City of Tamarac is a part of the Consortium, and received \$78,448.00 for fiscal year 2014/2015. With HOME funds, the City will increase the financial resources available for specific housing needs.

As a SHIP grantee, the City of Tamarac has been successful in leveraging CDBG dollars against SHIP dollars to not only increase the total dollars

available to the applicant, but to assist certain moderate income persons' not eligible under CDBG income criteria.

Although the grant funds fluctuate and have been limited over the past few years, the City leveraged the following FY 2014/2015 funds to benefit low/moderate income households:

- CDBG funds in the amount of \$355,970.00
- SHIP funds in the amount of: \$278,643.00
- HOME funds in the amount of: \$ 78,448.00
- RCMP funds in the amount of: \$233,000.00

Other one time allocations from HUD for NSP1 and NSP3 were also leveraged when the activity allowed.

MONITORING STANDARDS AND PROCEDURES

The City of Tamarac CDBG program is monitored regularly by the US Department of Housing and Urban Development as well as Broward County Housing Finance and Community Development Department. Key elements of the monitoring plan are:

The Broward County Housing Finance and Community Development Department Monitoring Plan is applicable for all Community Planning and Development (CPD) grant programs such as the Community Development Block Grant Program (CDBG), the HOME Investment Partnerships Program (HOME) and the Emergency Shelter Grant Program (ESGP). This plan includes standards and procedures that were used to monitor Division funded activities in the major categories of Housing, Living Environment, and Economic Opportunities as prioritized in the FY 2011- 2015 Five Year Consolidated Plan. The extent to which barriers to affordable housing can be removed, minority business outreach initiatives are effective, and Broward County Comprehensive Plan requirements will also be monitored for performance purposes.

Sub-recipients approved for funding agreements under any one of the CPD grant programs are provided a Procedures Manual for Sub-recipients. This manual illustrates the standards and procedures they must comply with in order to fiscally and programmatically work effectively with Broward County. Also, the funding agreement includes a timetable/schedule for projects. This is comprised of specific work tasks, a start-up date and a completion date. Sub-recipients are also required to submit, Monthly Progress Reports, chronologically detailing the steps taken to meet the quantifiable objectives enumerated. Monthly Progress Reports are intended to provide an update on a sub-recipients progress in meeting agreed upon objectives; they should include federally mandated reporting information, such as, matching contributions, contracts let to minority and women owned businesses and statistics on any relocations. In certain instances, additional information is required of sub-recipients so that County staff can effectively engage in desk monitoring activities. Items such as environmental review documents, documentation provided by escrow/title companies, etc., necessary for determining compliance with certain policies may be requested as necessary.

The objectives to sub-recipient monitoring are as follows:

- Analyze the sub-recipients strengths and weaknesses
- Monitor actual performance versus proposed
- Ensure proper paperwork and documentation are retained
- Ensure timely use of funds
- Review client files for eligibility
- Provide feedback on deficiencies, if necessary

On June 25, 2015 Housing Division staff, CDBG Program Administrator and Housing Coordinator, conducted an on-site monitoring of sub-recipient Parks and Recreation regarding their Information and Referral Specialist and Counseling activities. In attendance on behalf of the sub-recipient were Social Services Supervisor Rose Cure-Persad, and Information Referral Specialist Kaytrinia Doe. The following monitoring actions took place:

- Review of original scope of work versus actual being conducted
- Review of projected level of accomplishments
- Review of expenditures
- Review of quarterly reports
- Review of semi-annual payroll certification
- Review of record retention

Housing and Public Services staff will continue to conduct on-site and remote monitoring of the funded activities. At a minimum, on a monthly basis when invoices are submitted, Housing staff reviews the back-up documentation to ensure compliance is being met.

Additionally, as a result of a 2012 HUD monitoring, staff updated the in-house agreements between Community Development and other departments utilizing CDBG funds. The City changed the format from a Memorandum of Understanding to a Sub-Recipient Agreement. Also improved upon was the City's Monitoring Procedures. All departments receiving CDBG funds will be subject to regular remote and on-site monitoring.

In-house staff monitors the timely expenditure of CPD grant housing program funds, especially CDBG funds on an on-going basis. Monthly Progress Reports, reimbursement requests and IDIS draw downs are tracked and documented regularly to ensure that HUD expenditure rates are met.

Broward County identified the major categories of Housing, Living Environment, and Economic Opportunities as high priorities in the Consolidated Plan. Most of the activities implemented under these categories are carried out by sub-recipients around the County; however, the City does not utilize sub-recipients. All work is administered in-house by City staff.

ANTI-DISPLACEMENT AND RELOCATION PLAN

The City of Tamarac has incorporated and will comply with the acquisition and relocations requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations 49 CFR 24: and it has in effect and is following a residential anti-displacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG and HOME programs.

The City does not have an active, funded relocation activity at this time. The last relocation activity implemented by the City was in 2008 with the receipt of Disaster Recovery Initiative (DRI) funds. The DRI program has since been closed and all reporting completed.

PUBLIC PARTICIPATION &
NOTIFICATION

and

CITIZEN PARTICIPATION PLAN

PUBLIC NOTIFICATION

Efforts have been made to present a clear and concise statement of accomplishments through the FY2014/2015 CAPER as outlined by the City's Public Participation Plan, attached hereto as "Exhibit 1". All amendments to the FY 2014/2015 Annual Action Plan were also advertised and open for public comment.

The City of Tamarac advertised the availability of this report on Sunday, November 8, 2015 in the Sun Sentinel newspaper, a copy of which is attached. Copies of the report were available for review upon public request. A copy of the CAPER Public Notice is attached hereto as "Exhibit 2".

The public hearing date for the approval of the CAPER was announced in the article listed above and attached hereto. City Commission approval of the FY 2014/2015 CAPER scheduled for December 10, 2015.

PUBLIC COMMENTS

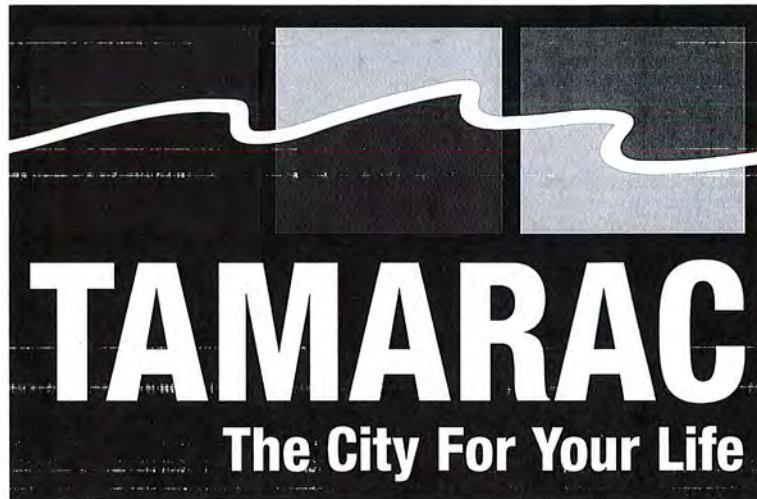
No public comments regarding the FY 2014/2015 CAPER were received after notice was published nor at the public hearing on December 10, 2015.

PUBLIC PARTICIPATION

The City held a series of public hearings to develop and finalize the FY 2014/2015 Annual Action Plan in May and June 2013. The public hearing approving the activities proposed for the fiscal year 2014/2015 Annual Action Plan was held on July 7, 2017 before the City Commission. Using public input, if any was received; the City produces a list of recommended projects for review by the City Commission and the public. The City advertised a 30-day public review period to collect any additional comments and approve the plan. The Plan was available for review in the City, 7525 NW 88th Avenue, Tamarac, FL 33321, in the City's Clerk Office. All hearings and review periods were advertised in the Sun-Sentinel newspaper. Any formal amendments pertaining to the Annual Action Plan will also consist of a public notice and public hearing process per the City's Citizen Participation Plan.

A Public Notice for review and comments regarding the CAPER was issued November 8, 2015. Approval of the FY 2014/2015 CAPER and the public hearing took place during the City Commission meeting December 10, 2015. No public comments received.

CITY OF TAMARAC, FLORIDA CITIZEN PARTICIPATION PLAN



**In compliance with 24 CFR Part 91
Consolidated Submissions for Community Planning and
Development Programs
Subpart B: Citizen Participation and Consultation
U.S. Department of Housing and Urban Development**

**CITY OF TAMARAC, FLORIDA
CITIZEN PARTICIPATION PLAN**

Table of Contents

Introduction	3
Encouraging Public Participation	3
Low Income Persons	4
Information to be Provided	4
Public Hearings	5
<u>Hearing Notice</u>	6
<u>Hearing Location(s)</u>	6
<u>Citizen Comment</u>	6
Amendment to the Consolidated Plan	6
<u>Publication</u>	6
<u>Criteria for Amendment</u>	7
<u>Substantial Change Amendment</u>	7
Performance Report	8
<u>Public Notice</u>	8
Environmental Review and Request for Release of Funds	8
Access to Records	8
Technical Assistance	9
Complaints	9

Introduction

As a recipient of federal Department Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds as well as Home Investment Partnership (HOME) funds through the Broward County HOME Consortium, the City of Tamarac is required to adopt a Citizen Participation Plan to comply with the provisions of 24 CFR Part 91: Consolidated Submissions for Community Planning and Development Programs; Subpart B: Citizen Participation and Consultation.

The citizen participation component of all federal funded activities for the City of Tamarac is an important element of our Community Development Program and, if effectively implemented, can yield substantial benefits to the City both in assessing need and establishing priorities.

Encouraging Public Participation

These requirements are designed especially to encourage participation by low and moderate income persons. Additionally, the City will take whatever actions are appropriate to encourage the participation of all its citizens, including minorities, protected classes, and non-English speaking persons, as well as persons with mobility, visual or hearing impairments.

In response to the above requirements of 24 CFR Part 91, Subpart E, the City of Tamarac Consolidated Plan Citizen Participation Plan will be implemented in a manner that encourages citizen participation in the development of the Consolidated Plan, any amendments to the Plan, the Annual Action Plan, and the Consolidated Annual Performance Evaluation Report. The Citizen Participation Plan was prepared with the opportunity for resident comment.

A Citizen Participation Plan is required by Section 104(a)(2) of the Housing and Community Development Act and by regulations at 24 CFR 570.486(a)(6) for the following purposes:

- Vitally important to the success of CDBG-funded activities undertaken by local governments
- Compliance reduces the number of legal challenges and citizen complaints against the local government recipient
- Local governments must provide citizens with reasonable advance notice of and opportunity to comment on proposed activities in an application to the state
- For grants already made, the same opportunities must be provided for activities proposed to be added, deleted or substantially changed from the local government's application to the state
- The primary goal is to provide citizens--especially low and moderate income citizens of the community where CDBG-funded activities will take place-- an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects.

The City of Tamarac seeks input from its residents and partnering agencies for the identification of needs and establishment of priorities.

Low Income Persons

In accordance with federal guidelines, the City of Tamarac establishes its Plans to improve neighborhoods and build a better community. By providing decent housing, creating a suitable living environment and providing economic opportunities for low-moderate income persons, the entire City benefits. In order to provide these opportunities, the City actively seeks to build partnerships in which those citizens most affected participate in the development and implementation of the City's federally funded programs.

Information to be Provided

Before the City adopts a Consolidated Plan, Annual Action Plan or Substantial Amendment to a Plan, the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income and the plans to minimize displacement of persons and to assist any persons displaced. This information will be included in a summary of the proposed consolidated plan, which the City will publish for comment.

The summary will be published in the Sun Sentinel or Miami Herald, newspapers of general circulation, and also may be published in other local newspapers at the City's discretion.

The summary will describe the contents and purpose of the consolidated plan, and will state that copies of the entire proposed plan may be examined at the Community Development Department, Housing Division, located at 7525 NW 88 Avenue, Tamarac, FL 33321, or at other government offices, libraries or public places that the City may deem appropriate.

The summary will be published to allow a period of not less than 30 days to receive comments from citizens on the proposed consolidated plan before the plan is finalized. The City will consider any comments or views of citizens received in writing, or orally at public hearings, in preparing the final consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the final consolidated plan.

Information that should be made available at public hearings:

- Goals and objectives of the CDBG program
- Sources utilized to identify needs and priorities

- The total amount of CDBG funds available
- Community development and housing needs
- Proposed activities for project and amount to be requested for project
- The proposed amount of funds to be used to benefit low-and moderate-income people
- Whether any persons will be displaced as a result of the proposed activities

Public Hearings

24 CFR 570.486(a)(5)

- Two public hearings are required by law
- Reasonable notice must be provided
- Must be held at two separate phases of the project
- Both must be held prior to application to the state

The City will conduct at least two (2) public hearings annually to obtain citizens' views and to respond to proposals and questions. The hearings will be conducted at a minimum of two different stages during the planning process. Together, these hearings will address housing and community development needs, development of proposed activities, and review of program performance. In order to obtain the views of citizens on housing and community development needs, including priority non-housing community development needs, at least one of these hearings will be held before the summary of the proposed consolidated plan is published for comment. Hearings held before the Planning Board prior to the presentation of a Plan to the City Commission will constitute one of the two required public hearings.

The Public Hearing process will be directed by the City Clerk with legal assistance provided by the City Attorney as necessary. Those wishing to speak/participate during the public hearing period will be required sign up prior to the hearing and will be given three (3) minutes to make their presentation. Additional time may be allotted at the discretion of the Mayor and City Commission.

The City is not required to hold a public hearing to amend a plan unless it qualifies as a "substantial amendment" as defined.

Adequate advance notice of each hearing will be given to citizens, with sufficient information published about the subject of the hearing to permit informed comment.

At a minimum, a public notice followed by a public hearing will take place for the following reasons:

- Approval of the 5-year Consolidated Plan
- Approval of the Annual Action Plan
- Approval of the Consolidated Annual Performance and Evaluation Report
- Approval of a Substantial Amendment

Hearing Notice

Each public hearing notice will be published in the Sun Sentinel or Miami Herald, newspapers of general circulation, and also may be published in other local newspapers or media sources at the City's discretion. Each notice will be published in advance of the public hearing date.

The City will allow for a 30-day public review period for each Consolidated Plan and Annual Action Plan prior to the public hearing date at which the City Commission is scheduled to approve the Plan. During this 30-day public review period, the Plan will be available for review at various locations throughout City Hall to receive citizen comment. All comments will be reflected in the Plan.

Hearing Location(s)

Public hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodations for persons with disabilities. Public hearings may be held during regularly scheduled City Commission meetings. In cases where a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, a translator will be provided to meet the communication needs of the non-English speaking residents.

Citizen Comment

The City will consider any comments or views of citizens received in writing or orally at the public hearings in preparation of the final consolidated plan, during amendments to the plan or at the submission of performance reports. A summary of these comments or views, as well as a summary of any comments or views not accepted and the reasons therefore, will be attached to the adopted consolidated plan, amendments of the plan, or performance report.

Amendments to the Consolidated or Annual Action Plan

Publication

When the City amends the funding, projects/activities or intent of a plan, the City will provide citizens with reasonable notice of the change and an opportunity to comment. Amendments which are minor in nature may not require public notice or a public hearing. Residents will be given a 10 day public notice period to provide comments on any substantial amendments to approved Action Plans or Consolidated Plan. A summary of the proposed amended consolidated plan will be published in the Sun Sentinel or Miami Herald, newspapers of general circulation, and also may be published in other local newspapers at the City's discretion.

The summary will be published to receive comments from citizens on the proposed amended plan, prior to final approval by the City Commission and submission to HUD. The City will consider the comments or views received in writing or orally in preparing the final amendment of the plan. A summary of these public comments or views, as

well as a summary of any comments or views not accepted and reasons therefore, will be attached to the adopted amended consolidated plan.

The City will make the proposed amended plan available to the public at the time it is submitted to HUD and before it implements changes stipulated in the amendment. The published notice will state the purpose of the amendment as well as the location the plan amendment is available to be examined. The primary location will be at the Community Development Department, 7525 NW 88th Avenue, Tamarac, FL 33321, other governmental offices, libraries or public places may also be deemed appropriate.

Criteria for Amendment

The City will amend its approved plan whenever it makes one of the following decisions:

1. To carry out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
2. To make a change in its allocation priorities or a change in the method of distribution of funds; or
3. To change the purpose, scope, location, or beneficiaries of an activity.

Substantial Change Amendment

The City will apply the following criteria in determining whether a change in an activity or project represents a substantial change requiring public notice and public hearing:

- A. Cancellation of an activity or project previously described in the Plan.
- B. The addition of an activity not originally described in the Plan.
- C. The movement of funds from one eligible activity to another by more than 25% of the costs of the total projects involved as projected in the Plan. Projects included in the Plan whose actual costs exceed the estimates presented in the Plan are exempt from this policy when contingency funds are used to complete the project.
- D. The activity will not meet the National Objective that has been designated by the City in the consolidated plan.
- E. The aggregate use of CDBG funds fails to principally benefit very low- and low-income families in a manner that ensures that at least 70 percent of the amount expended is for activities that benefit such persons during the designated period.

Performance Report

Public Notice

The City will submit its Consolidated Annual Performance Evaluation Report to HUD within 90 days after the close of the City's program year. Notification of availability of the performance report will be published in the Sun Sentinel or Miami Herald, newspapers of general circulation, and may be published in other local newspapers at the City's discretion.

The notification will be published prior to public hearing to receive comments from citizens on the performance report, prior to finalization and submission to HUD.

A summary of these public comments or views, as well as a summary of any comments or views not accepted and the reasons therefore, will be attached to the performance report.

Environmental Review and Request for Release of Funds Notices

The City of Tamarac conducts environmental assessments of all federally funded activities proposed in the Annual Action Plan prior to receiving the Authorization to Use the funds from HUD. This environmental assessment is conducted to ensure the activity poses no threat to the environment to be affected. Each activity must comply with all applicable federal environmental laws. Upon completion of the environmental assessment, the City must publish a legal notice of its findings of the impact of each activity. An advertisement must be placed in a local newspaper identifying a fifteen (15) day waiting period for public review and comment.

During this fifteen day period, HUD will accept any objections to its release of funds to the City. If it is determined that the City's assessment was not properly executed or that the environmental review presented indicates omission of a required decision, finding or step applicable to the projects implementation HUD may not release the City's funds. Objections must be prepared and submitted in accordance with the required procedure (24 CFR Part 58), and may be addressed to HUD at the Department of Housing Atlanta Office, 645 Peachtree Street, Atlanta, Georgia 30323. Objections to the release of funds on the basis other than those stated above will not be considered by HUD. The notices for finding of no significant impact and request for release of funds will run together whenever possible.

Access to Records

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's consolidated plan and the City's use of assistance under the programs covered by 24

CFR Part 91. To request information, interested parties may contact the Community Development Department at 7525 NW 88th Avenue, Tamarac, FL 33321.

All public hearings will be held at locations accessible to people with disabilities, and provisions will be made for people with disabilities when requests are made at least five (5) working days prior to a hearing. Individuals who believe he/she has a disability which requires a reasonable accommodation in order to participate fully and effectively in the hearing should contact the City Clerk's office at (954) 597-3505 at least seventy-two (72) hours prior to the hearing. This provision also includes for non-English speaking residents in the event a significant number non-English speaking residents are expected to participate.

Technical Assistance

The City will provide technical assistance to groups representative of persons of very low- and low-income that request such assistance in developing proposals for funding assistance under any of the programs covered by the consolidated plan, with the level and type of assistance determined by the City.

City Staff is available year-round for presentations or assistance to all interested parties, including appearances before homeowners' associations, as well as civic community action groups operating in areas traditionally affected by CDBG projects and activities.

Complaints

Complaints may be filed by local citizens, property or business owners, or their representatives on the basis of their belief that the Consolidated Plan, Annual Action Plan or Performance Report design or implementation is inappropriate based upon such factors as environmental considerations or civil rights.

The City will respond to all complaints from citizens related to the consolidated plan, amendments of the plan, or the performance report. The City will provide a timely, substantive written response to every written citizen complaint, within fifteen (15) working days, where practical. Complaints registered orally will be logged in the Complaint Register located in the Community Development Department, with all pertinent information recorded. The complaint will be responded to orally, or in writing, as deemed appropriate by the City.

Should the complainant be unsatisfied with the City's response, they may appeal to the US Department of Housing and Urban Development.

PUBLIC NOTICE
CITY OF TAMARAC, FLORIDA
CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT (CAPER – FY 2014-2015)
COVERING – October 1, 2014 – September 30, 2015
15th Program Year

The City of Tamarac has completed its end-of-year performance Consolidated Annual Performance Evaluation Report as required by HUD under CFR-24; Part 91. This report assesses the City's performance for fiscal year 2014-2015 relative to the expenditure of funds provided by the Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) Program.

Activities described in the FY 2014/2015 CAPER include Home Rehabilitation, Public Service, and General Program Administration.

The CAPER is available for review and comments at City Hall, room 206 weekdays 8:00 am to 5:00 pm. A Public Hearing will be held on Wednesday, December 9, 2015, 7:00 p.m. at City Hall, 7525 N.W. 88th Avenue, Tamarac, FL 33321. The City will submit this CAPER to the local HUD Field Office by December 15th, 2015.

The City of Tamarac complies with the provision of the American with Disabilities Act. If you are a disabled person requiring any accommodation or assistance, please notify the City of such need at least 72 hours (3 days) in advance.

Published: November 8, 2015
Sun-Sentinel Newspaper



PR26 - CDBG Financial Summary Report

Program Year 2014

TAMARAC, FL

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	355,970.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	355,970.00

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	349,846.90
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	349,846.90
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	58,793.29
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	408,640.19
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	(52,670.19)

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	349,846.90
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	349,846.90
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	34,711.02
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	34,711.02
32 ENTITLEMENT GRANT	355,970.00
33 PRIOR YEAR PROGRAM INCOME	4,850.68
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	360,820.68
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	9.62%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	58,793.29
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	58,793.29
42 ENTITLEMENT GRANT	355,970.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	355,970.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	16.52%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2009	6	67	5801771	Sidewalks	03	LMA	\$3,808.33
2011	4	91	5801771	Installation of Sidewalks	03	LMA	\$2,151.46
2013	3	98	5842128	Public Facilities Improvement - Installation of	03	LMC	\$2,398.00
					03	Matrix Code	\$8,357.79
2010	3	76	5752411	Installation of Sidewalks	03L	LMA	\$10,746.90
2010	3	76	5801771	Installation of Sidewalks	03L	LMA	\$3,908.34
					03L	Matrix Code	\$14,655.24
2013	2	92	5752411	Temporary Full Time Social Worker	05	LMC	\$1,401.83
2013	2	92	5842128	Temporary Full Time Social Worker	05	LMC	\$1,882.01
2014	2	99	5801771	Full Time Information and Referral Specialist	05	LMC	\$6,168.82
2014	2	99	5842128	Full Time Information and Referral Specialist	05	LMC	\$11,344.37
2014	2	99	5859415	Full Time Information and Referral Specialist	05	LMC	\$6,573.99
2014	2	100	5801771	Counseling Services	05	LMC	\$1,890.00
2014	2	100	5842128	Counseling Services	05	LMC	\$2,870.00
2014	2	100	5859415	Counseling Services	05	LMC	\$2,580.00
					05	Matrix Code	\$34,711.02
2010	1	108	5860620	Minor Home Repair-Toilet Rebate	14A	LMH	\$17,110.31
2011	3	83	5842128	Home Rehabilitation	14A	LMH	\$9,741.35
2012	3	90	5752411	Home Rehabilitation	14A	LMH	\$12,163.85
2012	3	90	5801771	Home Rehabilitation	14A	LMH	\$240.00
2012	3	90	5842128	Home Rehabilitation	14A	LMH	\$8,476.00
2012	3	90	5859415	Home Rehabilitation	14A	LMH	\$1,500.00
2013	1	93	5801771	Home Rehabilitation	14A	LMH	\$5,475.39
2013	1	93	5842128	Home Rehabilitation	14A	LMH	\$17,073.05
2013	1	93	5859415	Home Rehabilitation	14A	LMH	\$319.40
2013	1	97	5860620	Minor Home Repair-Low Flow Toilet Rebate	14A	LMH	\$16,593.33
2014	1	101	5801771	Home Rehabilitation	14A	LMH	\$61,638.00
2014	1	101	5842128	Home Rehabilitation	14A	LMH	\$89,553.00
2014	1	101	5859415	Home Rehabilitation	14A	LMH	\$18,929.72
					14A	Matrix Code	\$258,813.40
2011	3	87	5842128	Rehabilitation Services	14H	LMH	\$707.33
2013	1	94	5752411	Rehabilitation Services	14H	LMH	\$150.00
2013	1	94	5801771	Rehabilitation Services	14H	LMH	\$545.75
2013	1	94	5859415	Rehabilitation Services	14H	LMH	\$7,273.65
2014	1	102	5801771	Rehabilitation Services	14H	LMH	\$24,482.72
2014	1	102	5859415	Rehabilitation Services	14H	LMH	\$150.00
					14H	Matrix Code	\$33,309.45
Total							\$349,846.90

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2013	2	92	5752411	Temporary Full Time Social Worker	05	LMC	\$1,401.83
2013	2	92	5842128	Temporary Full Time Social Worker	05	LMC	\$1,882.01
2014	2	99	5801771	Full Time Information and Referral Specialist	05	LMC	\$6,168.82
2014	2	99	5842128	Full Time Information and Referral Specialist	05	LMC	\$11,344.37
2014	2	99	5859415	Full Time Information and Referral Specialist	05	LMC	\$6,573.99
2014	2	100	5801771	Counseling Services	05	LMC	\$1,890.00
2014	2	100	5842128	Counseling Services	05	LMC	\$2,870.00
2014	2	100	5859415	Counseling Services	05	LMC	\$2,580.00
					05	Matrix Code	\$34,711.02
Total							\$34,711.02

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	3	105	5801771	Program Administration	21A		\$24,661.44
2014	3	105	5842128	Program Administration	21A		\$2,780.45
2014	3	105	5859415	Program Administration	21A		\$3,515.11
2014	3	105	5859902	Program Administration	21A		\$27,836.29
					21A	Matrix Code	\$58,793.29
Total							\$58,793.29



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2014
TAMARAC

Date: 28-Oct-2015
Time: 9:00
Page: 1

PGM Year: 2009
Project: 0006 - Public Facilities Improvement
IDIS Activity: 67 - Sidewalks
Status: Completed 8/24/2015 12:00:00 AM
Location: Citywide Tamarac, FL 33321

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Public Facilities and Improvement

National Objective: LMA

Initial Funding Date: 02/09/2010

Description:
Installation of sidewalks and accessibility curbs

Financing	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year		Drawn Thru Program Year	
CDBG	EN	Pre-2015		\$273,328.00	\$0.00		\$0.00	
		2008 B08MC120048			\$0.00		\$36,377.56	
		2009 B09MC120048			\$0.00		\$60,307.03	
		2010 B10MC120048			\$0.00		\$94,929.73	
		2011 B11MC120048			\$0.00		\$57,687.84	
		2012 B12MC120048			\$0.00		\$20,217.51	
Total	Total	2013 B13MC120048			\$3,806.33		\$3,806.33	
				\$273,328.00	\$3,808.33		\$273,328.00	

Public Facilities : 3
Total Population in Service Area: 29,668
Census Tract Percent Low / Mod: 51.90

Annual Accomplishments		# Benefiting
Years	Accomplishment Narrative	
2009	Contract completed solicitation process. Contractor awarded and to begin work in late 2010.	
2010	2 locations completed	
2013	Lime Bay Project completed in FY 13/14 with activity 67 funds	

PGM Year: 2010
Project: 0003 - Area-Wide Benefit-Public Facilities Improvement
IDIS Activity: 76 - Installation of Sidewalks

Status: Completed 8/24/2015 12:00:00 AM

Location: 7525 NW 88th Ave Tamarac, FL 33321-2401

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Sidewalks (03L)

National Objective: LMA

Initial Funding Date: 01/03/2011

Description: Installation of sidewalks and accessibility pads.

Financing	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015 2012 B12MC120048 2013 B13MC120048		\$39,083.36	\$0.00 \$0.00 \$14,655.24	\$0.00 \$24,428.12 \$14,655.24
Total	Total			\$39,083.36	\$14,655.24	\$39,083.36
Proposed Accomplishments						
Public Facilities : 1						
Total Population in Service Area: 2,215						
Census Tract Percent Low / Mod: 54.00						

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2010	It is expected that 3 locations will receive this funded activity. Due to a late start awarding the new contractor, only 2 locations were able to be	

PGM Year: 2011

Project: 0003 - Home Rehabilitation

IDIS Activity: 83 - Home Rehabilitation

Status: Completed 10/23/2015 12:00:00 AM

Location: 7504 NW 67th Ave Tamarac, FL 33321-5207

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 03/01/2012

Description: Home Rehabilitation

Financing	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015 2010 B10MC120048 2011 B11MC120048 2012 B12MC120048 2013 B13MC120048		\$180,380.00	\$0.00 \$0.00 \$0.00 \$0.00 \$9,741.35	\$0.00 \$118,485.19 \$47,075.21 \$5,078.25 \$9,741.35
Total	Total			\$180,380.00	\$9,741.35	\$180,380.00

Proposed Accomplishments

Housing Units : 6

Actual Accomplishments

Number assisted:

White:	3	0	0	0	3	0	0	0
Black/African American:	5	0	0	0	5	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	1	0	0	0	1	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	9	0	0	0	9	0	0	0
Total:								

Female-headed Households:

<i>Income Category:</i>	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	3	0	3	0
Moderate	5	0	5	0
Non Low Moderate	0	0	0	0
Total	9	0	9	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2011	8 households assisted	
2014	1 Household assisted during FY 2014/2015 (R. Geiselman)	

PGM Year: 2011

Project: 0003 - Home Rehabilitation

IDIS Activity: 87 - Rehabilitation Services

Status: Open
Location: 7525 NW 88th Ave Tamarac, FL 33321-2401

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehabilitation Administration (14H)

National Objective: LMH

Initial Funding Date: 06/26/2012

Description:

Financing	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015		\$67,867.82	\$0.00	\$0.00
CDBG	EN	2010 B10MC120048			\$0.00	\$31,293.09
		2011 B11MC120048			\$0.00	\$5,399.42
		2012 B12MC120048			\$0.00	\$20,823.55
		2013 B13MC120048			\$707.33	\$707.33
Total	Total			\$67,867.82	\$707.33	\$58,223.39

Proposed Accomplishments
 Housing Units : 8

Actual Accomplishments	Owner	Renter	Total	Person
Number assisted:	Total	Total	Total	Total
White:	2	0	2	0
Black/African American:	8	0	8	0
Asian:	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0
Asian White:	0	0	0	0
Black/African American & White:	0	0	0	0
American Indian/Alaskan Native & Black/African American:	1	0	1	0
Other multi-racial:	0	0	0	0
Asian/Pacific Islander:	0	0	0	0
Hispanic:	0	0	0	0
Total:	11	0	11	0

Female-headed Households: 0

Income Category:	Owner	Renter	Total	Person
Extremely Low	2	0	2	0
Low Mod	4	0	4	0
Moderate	5	0	5	0
Non Low Moderate	0	0	0	0
Total	11	0	11	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments	Accomplishment Narrative	# Benefiting
Years		
2011		

PGM Year: 2012
Project: 0003 - Home Rehabilitation
IDIS Activity: 90 - Home Rehabilitation

Status: Open
Location: Address Suppressed

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 01/17/2013

Description:
Scattered Site Home Rehab.

Financing	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015		\$200,602.70	\$0.00	\$0.00
		2011 B11MC120048			\$0.00	\$107,365.86
	EN	2012 B12MC120048			\$0.00	\$46,738.86
		2013 B13MC120048			\$20,879.85	\$42,185.89
		2014 B14MC120048			\$1,500.00	\$1,500.00
Total	Total			\$200,602.70	\$22,379.85	\$197,790.61

Proposed Accomplishments

Housing Units : 7

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	4	0	0	0	4	0	0	0
Black/African American:	4	0	0	0	4	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	1	0	0	0	1	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	9	0	0	0	9	0	0	0
Female-headed Households:	6		0		6			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	4	0	4	0
Low Mod	5	0	5	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	9	0	9	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2012	Six residents assisted with FY 12/13 Home Rehab funds	
2013	Two households assisted during FY 213/2014 (Christie & Cunningham)	
2014	One household assisted (Marrn)	

PGM Year: 2011
Project: 0004 - Public Facilities Improvement
IDIS Activity: 91 - Installation of Sidewalks
Status: Completed 8/24/2015 12:00:00 AM
Location: 7525 NW 88th Ave Tamarac, FL 33321-2401
Initial Funding Date: 09/29/2014
Description: Installation of Sidewalks
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Public Facilities and Improvement
National Objective: LMA

Financing		Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN		Pre-2015		\$21,514.57	\$0.00	\$0.00
			2013 B13MC120048			\$2,151.46	\$21,514.57
Total					\$21,514.57	\$2,151.46	\$21,514.57
Proposed Accomplishments							
Public Facilities : 1							
Total Population in Service Area: 5,135							
Census Tract Percent Low / Mod: 61.10							

Annual Accomplishments
Years: 2013
Accomplishment Narrative
Lime Bay Project (2013) partially paid with this activity.

PGM Year: 2013
Project: 0002 - Public Service
IDIS Activity: 92 - Temporary Full Time Social Worker
Status: Completed 10/23/2015 12:00:00 AM
Location: 8601 W Commercial Blvd Tamarac, FL 33351-4333
Initial Funding Date: 10/23/2013
Description: Temporary Full Time Social Worker providing referral and social service assistance.
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Public Services (General) (05)
National Objective: LMC

Financing		Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN		Pre-2015		\$46,160.00	\$0.00	\$0.00
			2012 B12MC120048			\$0.00	\$38,348.48
			2013 B13MC120048			\$3,283.84	\$7,811.52
Total					\$46,160.00	\$3,283.84	\$46,160.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	79	16
Black/African American:	0	0	0	0	0	0	30	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	109	16

Female-headed Households:

0

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	26
Low Mod	0	0	0	83
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	109
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	109 unduplicated residents assisted by temporary full-time social worker.	

PGM Year: 2013

Project: 0001 - Home Rehabilitation

IDIS Activity: 93 - Home Rehabilitation

Status: Open

Location: Address Suppressed

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 12/17/2013

Description: Single Unit Home Rehabilitation

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	Pre-2015		\$186,660.37		\$0.00
	2012 B12MC120048				\$97,911.84
	2013 B13MC120048			\$22,548.44	\$62,886.98
	2014 B14MC120048			\$319.40	\$319.40
PI	Pre-2015		\$0.68	\$0.00	\$0.00
	2013 B13MC120048			\$0.00	\$0.68
Total	Total		\$186,661.05	\$22,867.84	\$161,118.90

Proposed Accomplishments

Housing Units : 7

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	5	2	0	0	5	2	0	0
Black/African American:	4	0	0	0	4	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	1	0	0	0	1	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	10	2	0	0	10	2	0	0

Female-headed Households:

	5	0
--	---	---

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	3	0	3	0
Moderate	6	0	6	0
Non Low Moderate	0	0	0	0
Total	10	0	10	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2013	8 Households assisted (Pratt, Serri, Andrews, Jackson, Sotomeyer, Wilson, Rosegreen, GRay)	
2014	Two properties assisted during FY 2014/2015 (Geiselman & Millianos)	

PGM Year: 2013

Project: 0001 - Home Rehabilitation
IDIS Activity: 94 - Rehabilitation Services

Status: Open
Location: 7525 NW 88th Ave Tamarac, FL 33321-2401

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehabilitation Administration (14H)

National Objective: LMH

Initial Funding Date: 12/17/2013

Description:

Financing	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015		\$30,000.00	\$0.00	\$0.00
CDBG	EN	2012 B12MC120048		\$0.00	\$0.00	\$1,347.12
		2013 B13MC120048		\$695.75	\$695.75	\$695.75
		2014 B14MC120048		\$7,273.65	\$7,273.65	\$7,273.65
Total	Total			\$30,000.00	\$7,969.40	\$9,316.52
Proposed Accomplishments						
Housing Units : 7						
Actual Accomplishments						
<i>Number assisted:</i>						
White:						
Black/African American:						
Asian:						
American Indian/Alaskan Native:						
Native Hawaiian/Other Pacific Islander:						
American Indian/Alaskan Native & White:						
Asian White:						
Black/African American & White:						
American Indian/Alaskan Native & Black/African American:						
Other multi-racial:						
Asian/Pacific Islander:						
Hispanic:						
Total:				9	1	0
Female-headed Households:						
				0	3	
<i>Income Category:</i>						
Extremely Low						
Low Mod						
Moderate						
Non Low Moderate						
Total				9	0	9
Percent Low/Moderate				100.0%		100.0%
Annual Accomplishments						
Years	Accomplishment Narrative			# Benefitting		
2013						

PGM Year: 2013

Project: 0001 - Home Rehabilitation
IDIS Activity: 97 - Minor Home Repair-Low Flow Toilet Rebate

Status: Open
Location: 7525 NW 88th Ave Tamarac, FL 33321-2401

Initial Funding Date: 12/26/2013

Description: Minor Home Repair-Low Flow Water Consumption Toilet Rebate

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Financing	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015 2013 B13MC120048 2014 B14MC120048		\$45,000.00	\$0.00 \$0.00 \$16,593.33 \$16,593.33	\$0.00 \$1,579.48 \$16,593.33 \$18,172.81

Total

Proposed Accomplishments

Housing Units : 400

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	104	0	0	0	104	0	0	0
Black/African American:	10	0	0	0	10	0	0	0
Asian:	1	0	0	0	1	0	0	0
American Indian/Alaskan Native:	1	0	0	0	1	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	3	0	0	0	3	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	119	0	0	0	119	0	0	0

Female-headed Households:

33 0 83

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	119	0	19	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	119	0	119	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years Accomplishment Narrative

Years	Accomplishment Narrative	# Benefiting
2013		
2014	93 Households assisted	

PGM Year: 2013
 Project: 0003 - Area Wide Benefit
 IDIS Activity: 98 - Public Facilities Improvement - Installation of Automatic Doors

Status: Completed 10/23/2015 12:00:00 AM
 Location: 7501 N University Dr Tamarac, FL 33321-2903
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Public Facilities and Improvement
 National Objective: LMC

Initial Funding Date: 12/26/2013
 Description: Installation of ADA (Automatic Doors) at the Recreation Center

Financing	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	PI	Pre-2015		\$4,596.00	\$0.00	\$0.00
		2013	B13MC120048		\$2,398.00	\$4,596.00
Total	Total			\$4,596.00	\$2,398.00	\$4,596.00

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner	Renter	Total	Person
	Total	Hispanic	Total	Hispanic
White:	0	0	0	0
Black/African American:	0	0	0	0
Asian:	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0
Asian White:	0	0	0	0
Black/African American & White:	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0
Other multi-racial:	0	0	0	0
Asian/Pacific Islander:	0	0	0	0
Hispanic:	0	0	0	0
Total:	0	0	0	2,804

Female-headed Households:

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	12,482
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	12,482
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2013	1 facility improved with installation of automatic doors openers - FRONT DOOR of Rec Center	
2014	Second set of automatic doors installed at Rec Center for restroom entrance (1 for this year)	

PGM Year: 2014
 Project: 0002 - Public Services
 IDIS Activity: 99 - Full Time Information and Referral Specialist

Status: Open
 Location: Address Suppressed
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Public Services (General) (05)
 National Objective: LMC

Initial Funding Date: 02/19/2015

Description:
 Full Time CDBG Funded Information and Referral Specialist to assist CDBG eligible residents with social service needs.

Financing		Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN		Pre-2015		\$43,165.00	\$0.00	\$0.00
			2013 B13MC120048			\$17,513.19	\$17,513.19
			2014 B14MC120048			\$6,573.99	\$6,573.99
Total	Total				\$43,165.00	\$24,087.18	\$24,087.18

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	37	3
Black/African American:	0	0	0	0	0	0	8	0
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	47	3

Female-headed Households:

0

Incubator Category	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	47
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	47
Percent Low/Mod				100.0%

Years	Accomplishment Narrative
2009-2010	Completed the first year of my PhD program, focusing on the development of research proposals and coursework.
2010-2011	Published my first peer-reviewed article in the field of environmental psychology.
2011-2012	Served as a teaching assistant for the Introduction to Psychology course, gaining experience in classroom management and instruction.
2012-2013	Completed my master's thesis on the effects of social media on self-esteem and mental health.
2013-2014	Received a Fulbright scholarship to study abroad in Germany, where I completed my master's degree and conducted research on cross-cultural differences in communication styles.
2014-2015	Completed my master's thesis and defended it successfully, earning a Master of Science degree in Psychology.
2015-2016	Began my doctoral dissertation research on the impact of workplace stress on employee productivity and well-being.
2016-2017	Published several articles related to my dissertation research in top-tier journals.
2017-2018	Completed my doctoral dissertation and defended it successfully, earning a Doctor of Philosophy degree in Psychology.
2018-2019	Accepted a postdoctoral fellowship at a leading research institution, continuing my work on workplace stress and organizational behavior.
2019-Present	Continuing my research and contributing to the field through publications, presentations, and mentorship of graduate students.

2014	I&R Specialist was not hired until February 2015, therefore, partial goal achieved. 47 unduplicated residents assisted.
------	---

100 - Counseling Services

Description:

Financing	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015		\$10,220.00	\$0.00	\$0.00
CDBG	EN	2013	B13MC120048		\$4,760.00	\$4,760.00
		2014	P14MC120048		\$2,580.00	\$2,580.00
Total	Total			\$10,220.00	\$7,340.00	\$7,340.00

NOTICE: This document is not to be distributed outside the project.

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	28	5
Black/African American:	0	0	0	0	0	0	9	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	38	5

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	38
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	38
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	38 unduplicated residents assisted during FY 2014/2015	

PGM Year: 2014

Project: 0001 - Home Rehabilitation

IDIS Activity: 101 - Home Rehabilitation

Status: Open

Location: 7525 NW 88th Ave Tamarac, FL 33321-2401

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 02/19/2015

Description:

Single Unit Home Rehab of owner occupied properties

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$191,391.00	\$0.00	\$0.00
		2013	B13MC120048		\$110,639.48	\$110,639.48
		2014	B14MC120048		\$59,481.24	\$59,481.24
Total	Total			\$191,391.00	\$170,120.72	\$170,120.72

Proposed Accomplishments

Housing Units : 8

Actual Accomplishments

Number assisted:

	Owner		Fenter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	7	3	0	0	7	3	0	0
Black/African American:	3	0	0	0	3	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	10	3	0	0	10	3	0	0

Female-headed Households:									
Income Category:									
Extremely Low	Owner	Renter	Total	Person				9	0
Low Mod	2	0	2	0					9
Moderate	3	0	3	0					
Non Low Moderate	5	0	5	0					
Total	0	0	0	0					
Percent Low/Mod	10	0	10	0					
	100.0%		100.0%						
Annual Accomplishments									
Years	Accomplishment Narrative								# Benefitting
2014	Ten households assisted during FY 2014/2015 (Facey, Geiselman, Lopez, Bartlett, Merino, Boudreault, McGregor, Williams, Pahl, Millianos)								
PGM Year:	2014								
Project:	0001 - Home Rehabilitation								
IDIS Activity:	102 - Rehabilitation Services								
Status:	Open								
Location:	7525 NW 88th Ave	Tamarac, FL	33321-2401	Objective: Create suitable living environments		National Objective: LMH			
				Outcome: Affordability					
				Matrix Code: Rehabilitation Administration (14H)					
Initial Funding Date:	02/19/2015								
Description:	Service delivery directly related to providing home rehabilitation to single unit property owners.								
Financing									
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year			
CDBG	EN	Pre-2015		\$40,000.00	\$0.00	\$0.00			
		2013 B13MC120048			\$24,482.72	\$24,482.72			
		2014 B14MC120048			\$150.00	\$150.00			
Total	Total			\$40,000.00	\$24,632.72	\$24,632.72			
Proposed Accomplishments									
Housing Units : 8									
Actual Accomplishments									
Number assisted:									
				Owner		Renter		Person	
				Total	Hispanic	Total	Hispanic	Total	Hispanic
White:				0	0	0	0	0	0
Black/African American:				0	0	0	0	0	0
Asian:				0	0	0	0	0	0
American Indian/Alaskan Native:				0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:				0	0	0	0	0	0
American Indian/Alaskan Native & White:				0	0	0	0	0	0
Asian White:				0	0	0	0	0	0
Black/African American & White:				0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:				0	0	0	0	0	0
Other multi-racial:				0	0	0	0	0	0
Asian/Pacific Islander:				0	0	0	0	0	0
Hispanic:				0	0	0	0	0	0
Total:				0	0	0	0	0	0

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2014

Project: 0003 - Program Administration

IDIS Activity: 105 - Program Administration

Status: Open

Location:

Objective:

Outcome:

Matrix Code: General Program Administration (21A)

National Objective:

Initial Funding Date: 02/19/2015

Description:

General CDBG Program Administration

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015 2013 B13MC120048 2014 B14MC120048		\$66,194.00	\$0.00 \$24,661.44 \$34,131.85 \$58,793.29	\$0.00 \$24,661.44 \$34,131.85 \$58,793.29
Total	Total			\$66,194.00		

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

Female-headed Households: 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2010

Project: 0001 - Home Rehabilitation

IDIS Activity: 108 - Minor Home Repair-Toilet Rebate

Status: Open
Location: 7525 NW 88th Ave Tamarac, FL 33321-2401

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab, Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 02/18/2015

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$25,916.64	\$0.00	\$0.00
		2014 B14MC120048			\$17,110.31	\$17,110.31
Total	Total			\$25,916.64	\$17,110.31	\$17,110.31

Proposed Accomplishments

Housing Units : 250

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	101	0	0	0	101	0	0	0
Black/African American:	4	0	0	0	4	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	8	0	0	0	8	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	113	0	0	0	113	0	0	0

Female-headed Households: 73

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	113	0	113	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	113	0	113	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	113 Households Assisted	

Total Funded Amount: \$1,599,365.57

Total Drawn Thru Program Year: \$1,390,568.38

Total Drawn In Program Year: \$408,640.19

PR03 - TAMARAC

PR06 - Summary of Consolidated Plan Projects for Report Year (2014)
Grantee: CITY OF TAMARAC

<u>Plan Year</u>	<u>IDIS</u>	<u>Project</u>	<u>Project Title and Description</u>	<u>Program</u>	<u>Project Estimate</u>	<u>Committed Amount</u>	<u>Amount Drawn Thru Report Year</u>	<u>Amount Available to Draw</u>	<u>Amount Drawn in Report Year</u>
2014	1	Home Rehabilitation	Home rehabilitation and associated rehabilitation services to income eligible scattered site single unit properties.	CDBG	\$231,391.00	\$231,391.00	\$194,753.44	\$36,637.56	\$194,753.44
2014	2	Public Services	Public Service activities to income eligible and presumed low income residents.	CDBG	\$53,385.00	\$53,385.00	\$31,427.18	\$21,957.82	\$31,427.18
2014	3	Program Administration	General program administration including Fair Housing, Annual Audit and Housing personnel.	CDBG	\$71,194.00	\$71,194.00	\$58,793.29	\$12,400.71	\$58,793.29
				TOTAL	\$355,970.00	\$355,970.00	\$284,973.91	\$70,996.09	\$284,973.91

Economic Opportunities for Low – and Very Low-Income Persons

OMB Approval No: 2529-0043
(exp. 8/31/2007)

Hud Field Office:

1. Recipient Name & Address: (street, city, state, zip)
CITY OF TAMARAC
7525 NW 88 AVENUE
TAMARAC, FL 33321

B-14-MC-12-0048

4. Contact Person

5. Phone: (Include area code)
954-597-3530

7. Date Report Submitted:
12/10/15

7

9. Program Name:
Community Development Block Grant (CDBG)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E** % of Total Staff Hours for Section 3 Employees and Trainees	F** Number of Section 3 Employees and Trainees
Professionals	0				
Technicians	0				
Office/Clerical	0				
Construction by Trade (List Trade)	0				
Trade	0				
Trade					
Trade					
Trade					
Other (List)					
Total	0				

8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$ 0
B. Total dollar amount of contracts awarded to Section 3 businesses	\$ 0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	0 %
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$ 0
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$ 0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	0 %
D. Total number of Section 3 businesses receiving non-construction contracts	0

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other, describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs as directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

ted to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The
nd you are not required to complete this form, unless it displays a currently valid OMB Control Number.

ss Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against
rprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is
goals nor evaluate MBE performance against these goals.

nd Urban Development. Federal Housing Administration, is authorized to solicit the Information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or
n Development without your consent, except as required or permitted by Law.

						Check if:		2. Location (City, State Zip Code)		
						PH				
						IH				
						CPD				
						Housing				
3b. Phone Number (Including Area Code)			4. Reporting Period Oct. 1 - Sept. 30 (Annual - F <input checked="" type="checkbox"/> Y <input type="checkbox"/> 15)			5. Program Code (Not applicable for CPD programs.) See explanation of Codes at bottom of Page Use a separate sheet for each program code.			6. Date Submitted to Field Office	
954-597-3530									12/10/2015	
for or ractor less (Ethnic slow)	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification (ID) Number 7f.	Sec. 3 7g.	Subcontractor Identification (ID) Number 7h.	Sec. 3 7i.	Contractor/Subcontractor Name and Address 7j.				
						Name	Street	City	State	Zip
	NO	65-0978336	NO	NA	NO	Delmar Construction	5401 NW 102 Avenue #144	Sunrise	FL	33351
	NO	52-2285786	NO	NA	NO	R&B Remodeling	2380 Sw 60 Way	Miramar	FL	33023
	NO	65-0964250	NO	NA	NO	EPS Builders	12650 NW South River Drive #2	Medley	FL	33178
	NO	650964250	NO	NA	NO	EPS Builders	12650 NW South River Drive #2	Medley	FL	33178
	NO	262-39-9076	NO	NA	NO	BE Group	1975 E Sunrise Blvd #511	Ft. Lauderdale	FL	33309
	NO	27-2555592	NO	NA	NO	Otter Construction	926 SW 118 Terrace	Davie	FL	33325
	NO	27-2555592	NO	NA	NO	Otter Construction	926 SW 118 Terrace	Davie	FL	33325
	NO	26-2939004	NO	NA	NO	Assured Contracting	3553 NW 10 Avenue	Oakland Park	FL	33309
NO	26-0848587	NO	NA	NO	Modern Day Construction	21429 NW 13 Court #515	Miami Gardens	FL	33169	
NO	27-2555592	NO	NA	NO	Otter Construction	926 SW 118 Terrace	Davie	FL	33325	

f Trade Codes:

Public Housing:

- 6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engr. Appraisal
0 = Other

7d: Racial/Ethnic Codes:

- 1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans
6 = Hasidic Jews

5: Program Codes (Complete for Housing and Public and Indian Housing programs only):

- 1 = All Insured, including Section 8
2 = Flexible Subsidy
3 = Section 8 Noninsured, Non-HFDA
4 = Insured (Management)
5 = Section 202
6 = HUD-Held (Management)
7 = Public/Indian Housing
8 = Section 811

form HUD-2516 (8/98)