



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
January 13, 2016

CALL TO ORDER:

7:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Michelle J. Gomez

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

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

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 December 9, 2015 Regular Commission Meeting Minutes

Approval of the December 9, 2015 Regular Commission Meeting Minutes

b. TR12704 Grant - Stormwater Appropriation

A Resolution of the City Commission of the City of Tamarac, Florida, accepting a grant award in the amount of \$150,000 from the Florida Department of Environmental Protection (FDEP); authorizing the appropriate City officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$150,000 for stormwater infrastructure for the Tamarac receiving pond erosion control project; providing for acceptance of the award and execution of documents; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 3
District 4

c. TR12699 - Grant Agreement: FRDAP-Sunset Point Park Phase 2

A Resolution of the City Commission of the City of Tamarac, Florida, accepting a grant award in the amount of \$50,000 from the Florida Department of Environmental Protection (FDEP), Florida Recreation Development Assistance Program (FRDAP); authorizing the appropriate City officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$50,000 for the development of Sunset Point Park Phase 2; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 2

d. TR12663 - Approval of HOME ILA FY 15/16

A Resolution of the City Commission of the City of Tamarac, Florida, accepting the 2015-2016 Fiscal Year Home Investment Partnership ("HOME") funds in the amount of \$70,974 for a term commencing October 1, 2015 with an end date of September 30, 2017; authorizing the appropriate City Officials to execute an Interlocal Agreement for the designation of sub recipient and disbursement of HOME program funds for housing rehabilitation, minor home repairs, Fiscal Year 2015-2016, with Broward County attached hereto as Exhibit "A", and incorporated herein; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): City-wide

e. TR12718 - FY 2016 Vehicle Replacement Program

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to select, approve and award the purchase of replacement vehicles to contractors utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase in the best interest of the City; authorizing an expenditure in an amount not to exceed \$182,400 from the appropriate accounts; authorizing a budget transfer of \$16,700; providing for severability; and providing an effective date.

f. TR12728 - 2015 Edward Byrne Memorial JAG Award

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to accept the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Award and execute a memorandum of understanding between the City of Tamarac and the Broward Sheriff's Office pending legal review; authorizing the Broward Sheriff's Office to continue to serve as the lead agency providing for the administration of the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): City-wide

g. TR12737 - Ronald L. Book Lobbyist Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, approving Amendment #13 to the Agreement between the City of Tamarac and Ronald L. Book, P.A. for Lobbying Services, extending the Agreement for one year through January 26, 2017, at a cost not to exceed Fifty-Nine Thousand Four Hundred Dollars (\$59,400) per year; authorizing the appropriate City Officials to execute the Amendment to the Agreement for Lobbying Services; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): City-wide

h. TR12736 - Citywide Buffer Wall Phase IIB Expansion

A Resolution of the City Commission of the City of Tamarac, Florida, to authorize and approve amending Task Authorization No. 16-02E in the amount of \$19,870.00 to provide additional professional engineering services for the design and permitting of the Citywide Buffer Wall Project, Phase IIB expanded areas, which is generally located along Commercial Boulevard between Rock Island Road and NW 64th Avenue, in accordance with the City's Continuing Service Agreement as authorized by Resolution R-2011-87; authorizing an expenditure for said purpose in an amount not to exceed \$165,467.50; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s): District 1
District 2

i. TR12738 - Ferguson Group LLC Agreement Renewal

A Resolution of the City Commission of the City of Tamarac, Florida; approving Amendment #7 to the Agreement between the City of Tamarac and the Ferguson Group, LLC, for Federal lobbying services, extending the term of the agreement for a one year period effective February 13, 2016 at a cost not to exceed eighty-five thousand five hundred (\$85,500.00) dollars per year; authorizing the appropriate City Officials to execute the Amendment to the Agreement for lobbying services; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): City-wide

j. TR12740 - Agreement & Public Art Proposal/Concept for Veterans Park (The Glass Artist)

A Resolution of the City Commission of the City of Tamarac, Florida, approving the Public Art Proposal and concept by the Glass Artist, and execution of an agreement attached hereto as Exhibit "1" and incorporated herein; to provide a work of art to be placed at Veterans' Park, in the amount of \$88,800, attached hereto as Exhibit "A" and incorporated herein; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s): District 4

k. TR12739 - Amending Charitable Entities

A Resolution of the City Commission of the City of Tamarac, Florida, amending Resolution R-2012-125, by specifically adding to and deleting from the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship; providing for an amended Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time, for the expressed purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability and providing for an effective date.

Commission District(s): City-wide

I. TR12698 - Grant Agreement: FRDAP-Sunset Point Park Phase 1

A Resolution of the City Commission of the City of Tamarac, Florida, accepting a grant award in the amount of \$50,000 from the Florida Department of Environmental Protection (FDEP), Florida Recreation Development Assistance Program (FRDAP); authorizing the appropriate City officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$50,000 for the development of Sunset Point Park Phase 1; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 2

7. REGULAR AGENDA

8. ORDINANCE(S) - FIRST READING

9. PUBLIC HEARING(S)

a. TR12725 - FY14/15 CDBG: 2nd Amendment/Reallocation of Funds

A Resolution of the City Commission of the City of Tamarac, Florida, approving a Second Amendment to the Fiscal Year 2014/2015 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds for the fifteenth program year to provide for reallocation of funds; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s): City-wide

10. ORDINANCE(S) - SECOND 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.

PASSED ON FIRST READING DECEMBER 9, 2015

11. QUASI-JUDICIAL HEARING(S)

a. Temp. Board Order No. 9 - La Taberna Night Club: Special Exception

Board Order - Special Exception Approval to allow for a nightclub use with the sale and on-site consumption of alcoholic beverages for the proposed La Taberna Night Club in a B-2 (Planned Community Business) Zoning District pursuant to the Permitted Uses Master List, Section 24-434, Tamarac Code of Ordinances.

Commission District(s): District 1

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.

A handwritten signature in blue ink that reads "Patricia Teufel". The signature is written in a cursive style with a large, looping initial "P".

Patricia Teufel, CMC
City Clerk



Title - 7:00 P.M.

7:00 P.M.



Title - Commissioner Michelle J. Gomez

Commissioner Michelle J. Gomez



Title - Approval of the December 9, 2015 Regular Commission Meeting Minutes

Approval of the December 9, 2015 Regular Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
▢ December 9, 2015 Regular Commission Meeting Minutes	12/21/2015	Backup Material

CITY OF TAMARAC
CITY COMMISSION MEETING
WEDNESDAY, DECEMBER 9, 2015

CALL TO ORDER: Mayor Harry Dressler called the Commission Meeting of the City of Tamarac to order at 7:03 p.m. on Wednesday, December 9, 2015, in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Harry Dressler, Vice Mayor Diane Glasser, Commissioner Pamela Bushnell, Commissioner Michelle J. Gomez 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: Commissioner Bushnell led the Pledge of Allegiance.

1. PROCLAMATIONS AND PRESENTATIONS:

a. 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 by Mayor Harry Dressler to Information Technology Director Levent Sucuoglu.

2. CITY COMMISSION REPORTS:

a. Commissioner Bushnell: Commissioner Bushnell noted that the last time the Commission met was before Thanksgiving, and we have a lot to be thankful for. Commissioner Bushnell attended the Turkey Trot, Holiday Lighting Ceremony and Ethics Task Force meeting. Commissioner Bushnell said she also attended the Parks & Recreation Volunteer Luncheon and was pleased to hear that city-wide 16,000 volunteer hours have been accumulated and encouraged people to volunteer and get involved in their Community. Commissioner Bushnell said she also attended the Employee Holiday Luncheon earlier today and it was a wonderful event.

b. Commissioner Gomez: Commissioner Gomez said she has been very busy and has attended the following events: Employee Holiday Luncheon; Affordable Medical Supply Ribbon Cutting; Smart Growth Partnership meeting; Joint Water Advisory Board and Task Force meeting; Mayor's Chess Challenge; Relay for Life 2016 Kickoff; Turkey Trot; Chamber Breakfast and the Chamber Gala. Commissioner Gomez wished everyone a Happy Hanukkah, Merry Christmas, Happy Kwanza and a Happy and Healthy New Year.

c. Vice Mayor Glasser: Vice Mayor Glasser attended the Westwood 4 Community meeting where their main concern was when the walls would be constructed. Vice Mayor Glasser said the next morning she received a call from City Manager Cernech who advised that he received a call that staff was out at Westwood 4 measuring for the walls and people in Westwood 4 thought she had something to do with that. Vice Mayor Glasser said in reality it

takes a long time for projects like this to come to fruition. Vice Mayor Glasser said she attended the University Hospital Board of Trustees' Conference call meeting; Tamarac Pharmacy Ribbon Cutting; and the Employee Holiday Luncheon. Vice Mayor Glasser said she also attended the Chamber Holiday Dinner where Tamarac was presented with an award for its continued support of the Chamber.

d. Commissioner Placko: Commissioner Placko wished City Manager Cernech a belated Happy Birthday. Commissioner Placko said she attended the Turkey Trot and the Holiday Lighting Ceremony. Commissioner Placko announced that there will be a BSO COPS training class on Tuesday, December 15th at 6:00 p.m. at BSO and encouraged people to sign up and attend. Commissioner Placko noted that after the Broward County Ethics Ordinance was revised and passed she came home to find 20 bottles of water on her door step. Commissioner Placko wished everyone a Happy Holiday and Healthy New Year.

e. Mayor Dressler: Mayor Dressler said he attended the Turkey Trot and the Holiday Lighting Ceremony and both were well attended excellent events. Mayor Dressler noted that one of the things he participates in is the U.S. Conference of Mayor's daily policy discussions. Those resolutions either go to the White House or Senior Members of Congress and they were able to get a Transportation Bill out of Washington D.C. which includes money for municipalities; however, we do not know if any is earmarked for Tamarac yet.

Mayor Dressler said he attends webinars frequently which eliminates the need to travel. One webinar he attended was hosted by the CDC and Homeland Security, among other organizations, which dealt with "Threat Assessment". These organizations have extremely detailed procedures and policies in place on how to evaluate threats. Mayor Dressler said that in San Bernardino there was a neighbor of the terrorists that knew something was going on but was afraid to say anything because she would be accused of racial profiling. If she had said something the attack could possibly have been avoided. Mayor Dressler said if you see something, say something and don't be afraid. Mayor Dressler asked staff to look at ways to emphasize this message to the residents of Tamarac.

Mayor Dressler said he was impressed and thankful after the workshop on Monday regarding the discussion on the Broward County Cannabis Ordinance. Mayor Dressler wished everyone a Happy Hanukkah, Merry Christmas and Happy New Year. Mayor Dressler also wished City Manager Cernech a belated Happy Birthday.

3. CITY ATTORNEY REPORT: City Attorney Goren said he regretted not being able to attend the Employee Holiday Luncheon today as his law firm was being interviewed for the Broward County Charter Commission's counsel position. City Attorney Goren added that he was happy to say that his firm was hired as counsel for the upcoming term. City Attorney Goren said the Employee Luncheon is one of the City's functions that he enjoys very much and noted that Julie Klahr and Farah Nerette were present at the luncheon.

City Attorney Goren reminded the Commission that they just recently opened the door to study the Broward County Cannabis Ordinance in greater detail. The County Commission adopted the Ordinance which allows the County to decriminalize the possession of Cannabis to a local ordinance violation. The Ordinance, as adopted, has county-wide application. City Attorney Goren said if the Commission does nothing the county ordinance will apply in Tamarac unless Tamarac does one of two things: it passes its own ordinance to reject the

county ordinance or Tamarac can pass an ordinance and adopt their own local ordinance. City Attorney Goren said he knows the Commission wants further conversation with experts and others. There is no specific time frame in which the City must choose. The Commission will make a decision when it is ready. City Attorney Goren noted that the City of Wilton Manors did adopt its own local ordinance which tracks the county ordinance but relegates the processing of a citation as a code violation which goes before its Special Magistrate. City Attorney Goren responded to questions and concerns from the Commission and clarified that if Tamarac adopted the County's ordinance violators would be prosecuted under the ordinance and heard by the County's Hearing Officer who handles the collection of fines. City Attorney Goren reiterated that the Commission need not take any action on this issue tonight in order to allow them to gain a better understanding of the county ordinance before they make any decision.

City Attorney Goren said that there is a memo on the dais this evening regarding a Conflict Waiver, a copy of which is attached hereto and incorporated herein. The memo references the representation provided by Gary Resnick of the Gray Robinson law firm whose firm represents Tamarac in various telecommunications matters. Another member of the law firm, Stephen Tilbrook represents AD1 Group, LLC with respect to zoning and development matters for a project in Tamarac. City Attorney Goren said there is a letter from Mr. Resnick requesting the City's waiver of any potential conflict that may arise as of result of Mr. Tilbrook's representation of AD1 Group LLC with respect to a zoning and development matter. The City Attorney does not have the legal ability to waive the conflict and, hence, will need a Motion and vote from the Commission to waive the potential conflict. Commissioner Gomez seconded by Commissioner Bushnell moved to approve and waive the potential conflict of interest and consents to the representation of Gray Robinson of AD1 Group LLC. Motion passed unanimously (5-0).

City Attorney Goren said Commissioner Bushnell is a prominent member of the Ethics Task Force of the Broward League of Cities (BLC) and has previously advised the Commission that the BLC supported the base revisions to the Broward County Ethics Code which was considered by the County Commission yesterday. City Attorney Goren said he attended the meeting yesterday and his office will be providing the Commission with a copy of the final ordinance once Drew Myers revises it. Yesterday there were additional amendments to the ordinance requested by several Commissioners. The base modifications that were discussed and supported by BLC, and this Commission, were adopted by the County Commission and all are beneficial to the County and City Commissions because it helped to clarify certain terms and conditions. There were some changes requested by Commissioners Wexler, Holness and Ritter and only some of those were passed. City Attorney Goren went over some of the items in the ordinance that passed. City Attorney Goren responded to a few questions from the Commission. City Attorney Goren wished everyone a Happy and Healthy New Year.

4. CITY MANAGER REPORT: City Manager Cernech wished everyone a Happy Hanukkah, Happy Holiday and Happy New Year. City Manager Cernech said he wanted to thank the Commission for their comments and support for the Employee Holiday Luncheon today that was given by the Department Directors, Assistant City Manager Phillips and himself. City Manager Cernech said the employees had a lot of fun and the event was the culmination of the Employee's United Way Campaign Drive. This years' goal was to raise \$30,000 and going into the luncheon they had already raised \$31,000. Another \$5,000 was raised during

the course of the luncheon for a total of \$36,000. City Manager Cernech said he is proud of the employees and thanked Public Services Director Strain and Community Development Director Calloway for co-chairing the United Way Committee.

City Manager Cernech said with regards to the attack in San Bernardino, the City has an intern from FAU in Purchasing and that intern has a cousin that lives in San Bernardino whose fiancé was killed during the attack. City Manager Cernech asked everyone to keep all the victims and their families in their prayers.

Upcoming Events: Rudolph's Winter Wonderland will take place on Friday, December 11th from 6 to 8 p.m. at Tamarac Park; Paws with Claus Holiday Paw-ty has been rescheduled for Saturday, December 19th from 9 to 11 a.m. at the Gary B Jones Park for People and Pups located at 8101 Southgate Blvd.

Past Events: The Veteran's Day Ceremony had 350 in attendance; the Turkey Trot had 2,007 participants; the Holiday Lighting Ceremony had 400 in attendance and the Mayor's Chess Challenge had 120 people in attendance.

City Manager Cernech said the Public Services Department is pleased to announce that Field #4 at the Tamarac Sports Complex will have its turf replaced with artificial turf. The project is scheduled to begin in March 2016 and completed in July 2016.

5. PUBLIC PARTICIPATION: Mayor Dressler opened Public Participation and the following individual spoke: Mel Dubin, 7413 Fairfax Dr., talked about a recent visit to a mosque where the Imam spoke about the Muslim's in his community being opposed to terrorism and encouraged people to be vigilant and report anything suspicious. With no one else wishing to speak Mayor Dressler closed Public Participation.

6. CONSENT AGENDA: Mayor Dressler asked if there were any changes/additions to the Consent Agenda and City Manager Cernech said there were no changes/additions to the Consent Agenda. Commissioner Bushnell seconded by Commissioner Gomez moved approval of the Consent Agenda as presented. Motion passed unanimously (5-0).

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

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.

RESOLUTION R-2015-119

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.

RESOLUTION R-2015-120

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.

RESOLUTION R-2015-121

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.

RESOLUTION R-2015-122

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.

RESOLUTION R-2015-123

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.

RESOLUTION R-2015-124

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.

RESOLUTION R-2015-125

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.

RESOLUTION R-2015-126

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.

RESOLUTION R-2015-127

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

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. City Attorney Goren read TO2334 by title into the record. Commissioner Gomez seconded by Vice Mayor Glasser moved approval of TO2334 on first reading. Motion passed unanimously (5-0).

PASSED ON FIRST READING DECEMBER 9, 2015

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. City Attorney Goren read TR12722 by title into the record. Vice Mayor Glasser seconded by Commissioner Gomez moved approval of TR12722. Mayor Dressler opened the public hearing and with no one wishing to speak, closed the public hearing. Motion passed unanimously (5-0).

RESOLUTION R-2015-128

10. ORDINANCE(S) - SECOND READING: There were no Ordinance(s) – Second Reading scheduled for this meeting.

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 8:38 p.m.

Harry Dressler, Mayor

Patricia Teufel, CMC
City Clerk

CITY OF TAMARAC

MEMORANDUM NO. 2015-173

TO: Mayor Harry Dressler
Members of the City Commission

CC: Michael Cernech, City Manager
Diane Phillips, Assistant City Manager
Pat Teufel, City Clerk

FROM: Samuel S. Goren, City Attorney *SSG*
Jacob G. Horowitz, Assistant City Attorney *JGH*

DATE: November 17, 2015

RE: City of Tamarac ("City") / Gray Robinson Conflict Waiver

On November 10, 2015, pursuant to the Rules Regulating the Florida Bar, the City Attorney's Office received a request for a conflict waiver from Gray Robinson. Gary Resnick, Esq., at Gray Robinson, represents the City in various telecommunications matters. Mr. Resnick's law partner, Stephen Tilbrook, has been retained to represent AD1 Group, LLC ("AD1") with respect to certain real estate, zoning and development matters related to a limited service hotel at the Colony West Golf Course properties. While such matters do not typically result in litigation, in the event of any litigation related to this matter, Gray Robinson has agreed to end their representation of AD1 and not represent any party in the action.

A copy of Gray Robinson's conflict waiver request is attached for your review. All requests for conflict waivers must be approved by the City Commission.

Please let us know if there is any additional information that we can provide.

GRAY ROBINSON
ATTORNEYS AT LAW

Gary I. Resnick
Attorney At Law
954-761-8111

GARY.RESNICK@GRAY-ROBINSON.COM

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TAMPA

November 10, 2015

VIA ELECTRONIC MAIL

Samuel S. Goren, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Ft. Lauderdale, FL 33308
sgoren@cityatty.com

RE: City of Tamarac, Waiver of Potential Conflict

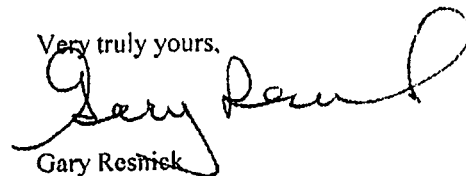
Dear Sam:

We are writing to request the City's waiver of a potential conflict of interest, to the extent required by the Rules of the Florida Bar. As you know, I and GrayRobinson, P.A. represent the City on telecommunications matters. My partner, Stephen Tilbrook, who works with me in Fort Lauderdale, has been asked to represent AD1 Group, LLC ("AD1") with respect to zoning and development matters for a project located at the Colony West Golf Course in the City of Tamarac (the "Project"). Mr. Tilbrook's representation would include representation on real estate, zoning and development matters for a proposed limited service hotel and related development activities at the Colony West Golf Course properties.

These types of matters are typically non-adversarial and do not result in litigation. In the event of litigation between AD1 and the City, we will cease representation of AD1 on this matter, and will not represent any party in such case. We are respectfully requesting the City's waiver of any potential conflict that may arise as a result of this representation of AD1 with respect to this Project.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance.

Very truly yours,



Gary Resnick

ACKNOWLEDGMENT AND WAIVER

City of Tamarac hereby acknowledges and specifically waives the potential conflict of interest described above, and consents to the representation by GrayRobinson, P.A. of AD1 (as described above).

Date: 5/17/15

By: Samuel S. Goren

Title: CITY ATTY/ AS MEMBER BT
THE CITY COMMISSION ON 12/9/15

cc: James Cherof, Goren, Cherof, Doody & Ezrol, P.A.

3847235 v1



Title - TR12704 Grant - Stormwater Appropriation

A Resolution of the City Commission of the City of Tamarac, Florida, accepting a grant award in the amount of \$150,000 from the Florida Department of Environmental Protection (FDEP); authorizing the appropriate City officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$150,000 for stormwater infrastructure for the Tamarac receiving pond erosion control project; providing for acceptance of the award and execution of documents; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ Cover Memo	12/22/2015	Cover Memo
▣ Resolution	12/23/2015	Resolution
▣ Exhibit A	12/23/2015	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: December 22, 2015

THROUGH: Mark C. Mason, Director
Financial Services

RE: TR# 12704 Accepting and authorizing
The execution of the grant agreement
for stormwater Infrastructure grant
funds for the Tamarac Receiving Pond
Erosion Control Project

FROM: Michael Gresek, 
Grants Administrator

Recommendation:

The Director of Financial Services recommends the above referenced item be placed on the agenda for the January 13, 2016 City Commission Meeting.

Issue:

The City of Tamarac was awarded a \$150,000 grant through the Florida Department of Environmental Protection (FDEP) to place stormwater infrastructure at three receiving ponds along the C-14 Canal. The agreement needs to be accepted and executed before funds will be available for disbursement.

Background:

The FY15 City of Tamarac Adopted Capital Improvement Program (CIP) schedule provides for this Receiving Pond Erosion Control Project.

The Florida Department of Environmental Protection (FDEP) provides grant funds to local governments through the House Agriculture and Natural Resources Appropriations Subcommittee. Accordingly, staff pursued potential funding opportunities for the above CIP project. This year, the Legislature appropriated over \$71.6 million for water projects across the state for the 2015-16 fiscal year.

To be eligible for funding, projects must provide for development or upgrades to stormwater infrastructure such as stormwater improvements, treatment, and/or drainage enhancements. The Tamarac Receiving Pond Erosion Control project met these FDEP criteria and was awarded \$150,000 toward its development.

Specifically, the award provides \$150,000 in funding for erosion control at receiving ponds of three master stormwater pump stations along the C-14 canal. The purpose of the project is to stabilize the banks of the receiving ponds and to prevent further erosion. Upon completion of the project, the receiving ponds will be restored to their original depths and the articulated blocks will prevent further erosion along the banks of the master stormwater pump station receiving ponds.

The attached Resolution accepts the agreement and authorizes the appropriate City officials to execute the necessary documents with FDEP.

Fiscal Impact:

The FDEP grant is an appropriation provided through the House Agriculture and Natural Resources Appropriations Subcommittee (HANRAS).

The grant award is for \$150,000. As such, this is a reimbursement grant program and no match is required as a condition to accept the funds.

Once fully executed by both parties, the City has until May 31, 2017 to spend the funds.

C: Jack Strain, John Doherty, Keith Glatz, Vince Bernd, Marianela Diaz

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2016 _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA ACCEPTING A GRANT AWARD IN THE AMOUNT OF \$150,000 FROM THE FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROJECT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF TAMARAC FOR GRANT FUNDING IN THE AMOUNT OF \$150,000 FOR STORMWATER INFRASTRUCTURE FOR THE TAMARAC RECEIVING POND EROSION CONTROL PROJECT; PROVIDING FOR ACCEPTANCE OF THE AWARD AND EXECUTION OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac wishes to continually revitalize our community and preserve the environment; and

WHEREAS, the City of Tamarac has pump station receiving ponds located on its northern border along the C-14 canal; and

WHEREAS, the City wishes to install stormwater infrastructure necessary to control erosion and pollutants from sediments entering into the C-14 canal; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) administers grant funding to municipalities through the House Agriculture and Natural Resources Appropriations Subcommittee (HANRAS) for stormwater projects; and

WHEREAS, the City of Tamarac was awarded a 2015-16 State of Florida FDEP grant for the provision of stormwater infrastructure for this receiving pond erosion control project; and

WHEREAS, the Director of Financial Services and Director of Public Services recommend acceptance of grant award and execution of documents; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept the FDEP grant award for stormwater infrastructure for the Tamarac Receiving Pond Erosion Control Project and to execute the FDEP agreement for grant funding in the amount of \$150,000.

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 and referenced herein are expressly incorporated and made a specific part of this Resolution.

Section 2: The City Commission of the City of Tamarac HEREBY accepts the \$150,000 grant award from the Florida Department of Environmental Protection (FDEP).

Section 3: The appropriate City Officials are HEREBY authorized to execute the State of Florida FDEP grant agreement between the City of Tamarac and FDEP for grant funding in the amount of \$150,000, and is hereto attached as Exhibit A which is incorporated herein by this reference.

Section 4: All 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 in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2016.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
INTERIM CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

DEP AGREEMENT NO. S0850

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF TAMARAC, whose address is 7525 NW 88th Avenue (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Tamarac Receiving Pond Erosion Control Project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until July 30, 2017, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$150,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for

amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- ii. Travel –The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
- iii. Equipment – (Capital outlay costing \$1,000 or more) –The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines

(including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/

- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. As stated in the letter dated July 17, 2015, from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed

for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within

the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five(5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting

the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee is responsible for the expenses and liabilities incurred under any contracts that the Grantee enters into with its subcontractors.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

- B. For any competitive solicitation that meets the criteria in Paragraph A, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. **LOBBYING PROHIBITION:**

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. **COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. **NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Michael Barr	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2947
E-mail Address:	Michael.barr@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below.

Michael Gresek	
Department of Financial Services	
City of Tamarac	
7525 Northwest 88 th Avenue	
Tamarac, Florida 33321	
Telephone No.:	(954) 597-3562
Fax No.:	(954) 597-3560
E-mail Address:	Michael.gresek@tamarac.org

18. **INSURANCE:**

To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

A. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement.

B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

19. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. **EQUIPMENT:**

Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. **CHANGE ORDERS:**

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. **DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. **LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

24. **PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

25. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

26. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

27. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF TAMARAC

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

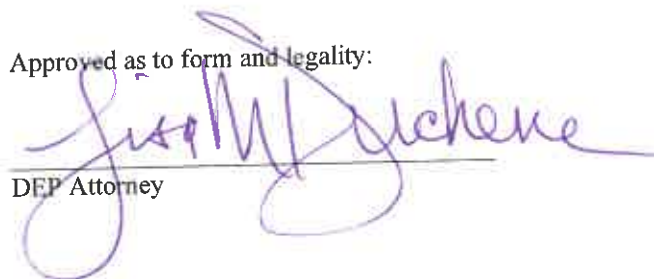
Date: _____

Date: _____


Michael Barr, DEP Grant Manager


DEP Grants Administrator

Approved as to form and legality:


DEP Attorney

FEID No.: 59-1039552

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (5 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

Project Title: Tamarac Receiving Pond Erosion Control Project

Project Authority: The Grantee received funding from the Florida Legislature in the amount of \$150,000 through Specific Appropriation Line Item No. 1662A, Fiscal Year (FY) 2015 - 2016, General Appropriations Act. The Grantee received this funding for the purpose of constructing Concrete Articulated Concrete Block Erosion and Sediment Control Systems at three Master Stormwater Pump Station receiving ponds. Authority for this Project is specified in Section 403.061, Florida Statutes. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

Project Location: The project will be located between approximately 10800 – 11200 Southgate Boulevard, which is located within the City of Tamarac in Broward County, Florida. See Exhibit 1 for site maps.

Project Background: This project is necessary to stabilize the banks of the three (3) pump station receiving ponds along the C-14 canal and prevent further erosion and pollutants from sloughing into the C-14 Canal and potentially the Everglades Conservation Area. These sediments and pollutants are carried incrementally downstream every time it rains, and more so during the rainy season. Conversely, they may backup into the Everglades during droughts.

Project Description: This project consists of the installation of articulated concrete block erosion and sediment control systems at the three (3) master stormwater pump station receiving ponds located along the C-14 Canal and Southgate Boulevard. Upon completion of the project, the receiving ponds will be restored to their original depths and the articulated blocks will prevent future erosion along the banks of the three (3) master stormwater pump station receiving ponds.

TASKS and DELIVERABLES:

Task 1: Bidding and Contractor Selection

Description: The Grantee will subcontract the design and construction of the articulated concrete block erosion and sediment control systems with a qualified and licensed contractor selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Deliverables: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor(s); 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. No grant funds are associated with this task, however, the Grantee may not proceed with Task 2 or Task 3 activities until the Department's Grant Manager has provided written acceptance of all deliverables associated with this task.

Task 2: Design and Permitting

Description: The Grantee will complete the design(s) of the articulated concrete block erosion and sediment control systems for the three (3) master stormwater pump station receiving ponds and obtain all necessary permits for construction of the project.

Deliverables: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation, in addition to a paper copy of the final design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. No grant funds are associated with this task, however, the Grantee may not proceed with Task 3 activities until the Department's Grant Manager has provided written acceptance of all deliverables associated with this task.

Task 3: Construction

Description: The Grantee will construct the articulated concrete block erosion and sediment control systems at three (3) master stormwater pump station receiving ponds located along the C-14 Canal and Southgate Boulevard in accordance with the final design(s) and required permits.

Deliverables: Erosion and sediment control systems constructed at all three (3) locations as described in this task, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task/ Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date
1	Bidding and Contractor Selection	Upon Execution	March 31, 2016	March 31, 2016
2	Design and Permitting	Upon Execution	August 31, 2016	August 31, 2016
3	Construction	June 1, 2016	May 31, 2017	May 31, 2017

BUDGET DETAIL BY TASK

Task No.	Budget Category	Budget Amount
1	Contractual	No DEP Grant Funds Associated with This Task
	Total for Task 1	\$0
2	Contractual	No DEP Grant Funds Associated with This Task
	Total for Task 2	\$0
3	Contractual	\$150,000
	Total for Task 3	\$150,000
Total Project Cost:		\$150,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category	Grant Funding
Contractual Services Total	\$150,000
Total:	\$150,000

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Exhibit 1 Site Maps

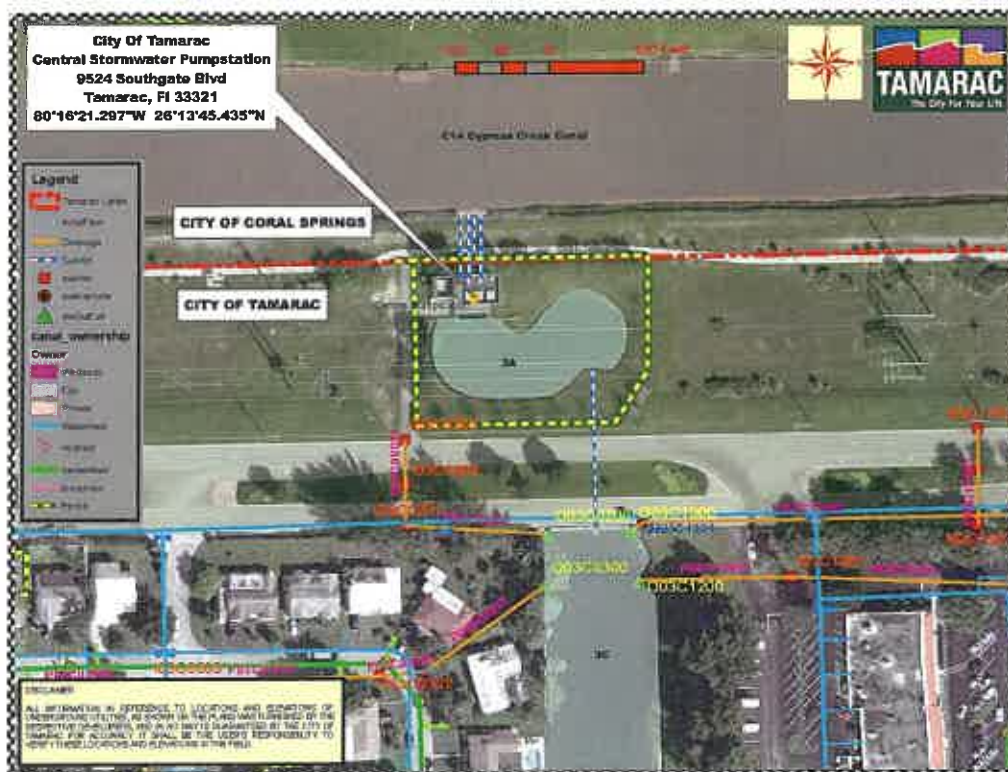
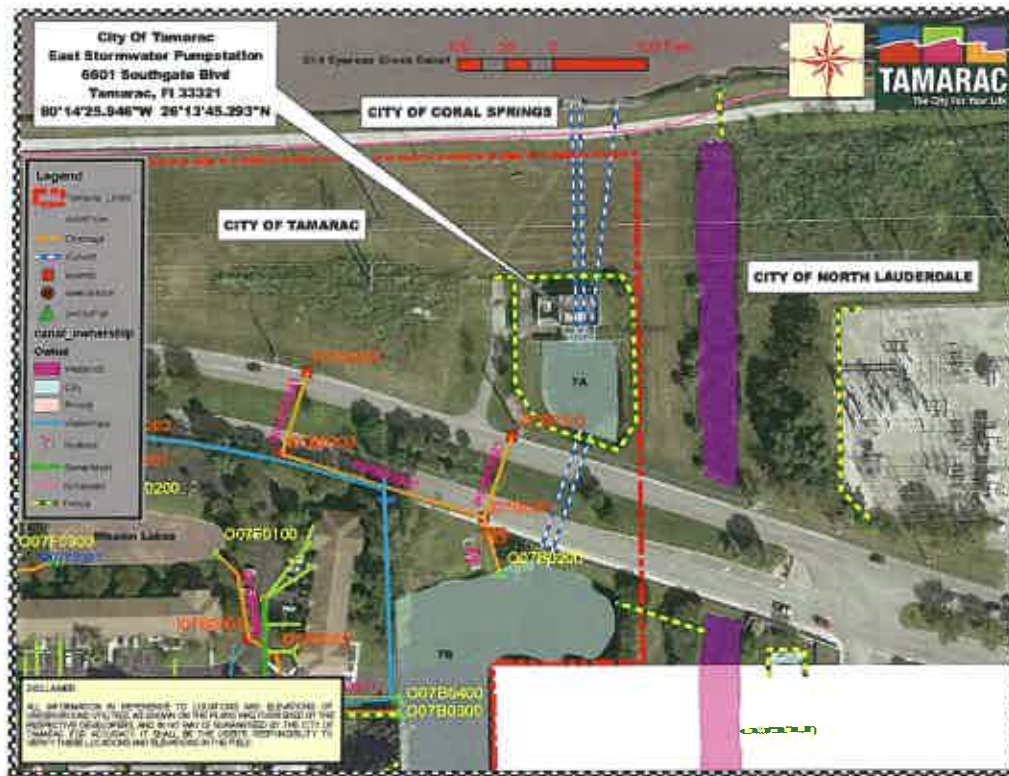


Exhibit 1
Site Maps-continued



ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: S0850 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$N/A	\$N/A	\$N/A	\$N/A
Overhead/Indirect/G&A Costs	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Indirect Cost	\$N/A	\$N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$N/A	\$N/A	\$N/A	\$N/A
Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:

(Print name of Grantee/Recipient)

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0850		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0850 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

[illegible]

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	\$150,000	140047

Total Award	\$150,000
-------------	-----------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



Title - TR12699 - Grant Agreement: FRDAP-Sunset Point Park Phase 2

A Resolution of the City Commission of the City of Tamarac, Florida, accepting a grant award in the amount of \$50,000 from the Florida Department of Environmental Protection (FDEP), Florida Recreation Development Assistance Program (FRDAP); authorizing the appropriate City officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$50,000 for the development of Sunset Point Park Phase 2; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ Cover Memo	12/22/2015	Cover Memo
▣ Reso TR#12699	12/22/2015	Resolution
▣ Exhibit A	12/22/2015	Exhibit
▣ Exhibit B	12/22/2015	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT

TO: Michael C. Cernech, DATE: December 22, 2015
City Manager

THROUGH: Mark Mason,
Financial Services
Director

RE: TR# 12699: Accepting and authorizing the
execution of the grant agreement for a
2015 Florida Recreation Development
Assistance Program (FRDAP)
funds for Sunset Point Park Phase 2

FROM: Michael Gresek, 
Grants Administrator

Recommendation:

The Director of Financial Services recommends the above referenced item be placed on the agenda for the January 13, 2016 City Commission Meeting.

Issue:

The City of Tamarac received notice it was awarded a \$50,000 grant through the Florida Department of Environmental Protection for the development of Sunset Point Park. The agreement needs to be accepted and executed before funds will be available for disbursement.

Background:

The Florida Department of Environmental Protection (FDEP), through the Florida Recreation Development Assistance Program (FRDAP), provides grants to municipalities to acquire or develop land for public outdoor recreation. Grants of up to \$50,000 are available to provide outdoor recreation opportunities to the public.

Accordingly, staff pursued this potential funding opportunity for the above capital improvement program (CIP) project. This year, the Governor signed the 2015-2016 budget appropriating \$5.5 million for FRDAP grants for small development projects of \$50,000 or less. To be eligible for funding, projects must provide development for public outdoor recreation.

The development of Sunset Point Park meets these FDEP criteria and was awarded a \$50,000 grant award. Specifically, the award provides \$50,000 in funding for Sunset Point Park Phase 2, which is for the provision of a playground with shade structure. Additional development of the park includes such amenities as exercise stations, refurbishment of the multi-use trail, a picnic shelter with shade structure, and landscaping as part of the City's CIP schedule. The notice of award is included in the attached Resolution as Exhibit A.

The attached Resolution accepts the agreement and authorizes the appropriate City officials to execute the necessary documents with FDEP. A copy of the agreement with attachments is included in the attached Resolution as Exhibit B.

Fiscal Impact:

The FRDAP grant is provided through FDEP. The grant award is \$50,000. As such, this is a reimbursement grant program and no match is required as a condition to accept the funds. The project is included in the City's FY15 Adopted CIP Budget, under GP15D: Sunset Point Park Renovations in the amount of \$450,000.

Once fully executed by both parties, the City has until April 30, 2018 to spend the funds.

C: Greg Warner, Jack Strain, Christine Cajuste, Marianela Diaz

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF \$50,000 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROJECT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF TAMARAC FOR GRANT FUNDING IN THE AMOUNT OF \$50,000 FOR THE DEVELOPMENT OF SUNSET POINT PARK PHASE 2; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of 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 Florida Department of Environmental Protection (FDEP), through the Florida Recreation Development Assistance Program (FRDAP), provides grants to local governments to acquire or develop land for public outdoor recreation; and

WHEREAS, the City of Tamarac was awarded a FRDAP Program grant for the development of Sunset Point Park Phase 2 as indicated in the July 9, 2015 correspondence from FDEP attached hereto as Exhibit A which is incorporated herein by this reference; and

WHEREAS, the Director of Financial Services and the Director of Parks and Recreation recommend acceptance of these grant funds and execution of the project agreement between FDEP and the City of Tamarac for development of Sunset Point Park Phase 2 in the amount of \$50,000, and is attached hereto as Exhibit B which is incorporated herein by this reference; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept FRDAP grant funding and to execute the FRDAP grant agreement in the amount of \$50,000 for the development of Sunset Point Park Phase 2.

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 incorporated herein and made a specific part of this Resolution.

Section 2: The City Commission of the City of Tamarac HEREBY accepts the FRDAP grant award of \$50,000 from FDEP.

Section 3: The appropriate City Officials are HEREBY authorized to accept the FRDAP grant award and execute the grant agreement between the City of Tamarac and FDEP in the amount of \$50,000 for the development of Sunset Point Phase 2.

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, or 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 application of this Resolution.

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2016.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
Approved this Resolution as
to form.

SAMUEL S. GOREN
CITY ATTORNEY

Michael Gresek

From: Bright, Angie <Angie.Bright@dep.state.fl.us>
Sent: Thursday, July 09, 2015 10:29 AM
To: Bright, Angie; Baldwin, Town of (lulah@comcast.net); cityoflawtey@embarqmail.com; Bonifay, City of (rjones@wfeca.net); leemanager@leeflorida.org; Bowling Green, City of (jconerly@bowlinggreenfl.org); chuck.hitchcock@cityofmadisonfl.com; brad_carter@bradfordcountyfl.gov; mell@mexicobeachgov.com; brian.watkins@ci.milton.fl.us; Noma, Town of (wfe@digitalexp.com); Orange park, Town of (thyder@townop.com); Ponce de Leon, Town of (townpdl@gmail.com); Santa Rosa, County (sheilaf@santarosa.fl.gov); Southwest Ranches, Town of (emccord@swranches.org); Michael Gresek; Trenton, City of (tbrown@trentonflorida.org); Wausau, Town of (wausau@Wfeca.net); mpeavy@wildwood-fl.gov; codeenforcement@townofzolfo.com; Lake Hamilton, City of (planner@townoflakehamilton.com); City Manager; mayor@keycolonybeach.net; kswartzlander@hollyhillfl.org; gracevilleclerk@wfeca.net; Bobby Crosby; Grivera@fortlauderdale.gov; Cottondale, City of (theresa@cityofcottondale.net); ccityhall@cfl.rr.com; Cinco Bayou, Town of (nelldykes@cincobayou.com); Chipley, City of (pyates@cityofChipley.com); Kristin Brown; bhickle@cityofbushnellfl.com; ljwilliams@bunnellcity.us
Subject: IMPORTANT - FRDAP Award Announcement (FY 2015-2016) & Work Plan Information Request
Attachments: BLANK FRDAP Project Work Plan.docx
Importance: High
Follow Up Flag: Follow up
Due By: Monday, July 13, 2015 11:30 AM
Flag Status: Flagged

July 9, 2015

Hello:

Congratulations! Your application(s) has been selected by the 2015 Legislature for funding. The Legislature has given the FRDAP grants \$5,491,500. The language for this appropriation directs the funds to all of the projects in the Small Project Development category (\$50,000 or less).

In an effort to be ready to hit the road running come August 1st, our office will need to **update the attached information** that was submitted with your application. This will be *Attachment 1* to your project agreement.

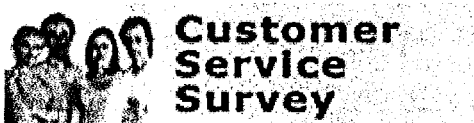
Please review your proposed elements or facilities to be built as listed in your application and transfer that information to the project Work Plan. *What you list on your Work Plan will dictate what costs you will be reimbursed for when your project has been completed.*

Please email me your information by **July 31, 2015**. If you have questions, email angie.bright@dep.state.fl.us or call (850) 245-2501.

Best Regards,

Angela Bright
Community Assistance Consultant
Land and Recreation Grants
3900 Commonwealth Blvd., MS 585
Tallahassee, FL 32399-3000
Main: 850-245-2501
angie.bright@dep.state.fl.us

Please take our Customer Survey to provide feedback on our services!
Office of Operations Customer Survey



DEP AGREEMENT NO. A6019

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
AGREEMENT FOR FISCAL YEAR 2015-2016
DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES**

THIS AGREEMENT is entered into between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the **CITY OF TAMARAC**, whose address is **7525 NW 88th Avenue, Tamarac, FL 33321** (hereinafter referred to as "Grantee"), a local government, in furtherance of an approved public outdoor recreation project known as **Sunset Point Park Phase II, Project Number A16019**. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

In consideration of the mutual covenants contained herein and pursuant to Florida Statute, section 375.075, **OUTDOOR RECREATION; FINANCIAL ASSISTANCE TO LOCAL GOVERNMENTS**, and Florida Administrative Code, chapter 62D-5, the parties hereto agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in "**Attachment A, Grant Work Plan**", including all attachments and exhibits named herein, which are attached hereto and incorporated by reference.

Administrative Forms and Reimbursement Forms referenced in this Agreement may be found at www.dep.state.fl.us/parks/oirs/ or by contacting the Department's Grant Manager.

Prior to commencement of project, the Grantee shall submit to Department for approval all documentation and completion of responsibilities listed on "**Attachment B, Commencement Documentation Checklist**" attached hereto and incorporated by reference. Upon satisfactory approval by the Department, the Department will issue written notice to Grantee to commence the project. Unless and until the Department issues written notice of approval authorizing Grantee to commence the project, Grantee shall not incur nor charge, and the Department shall not be obligated to pay or reimburse Grantee for fees, cost, or general expenses of any kind, which incurred during the commencement approval period.

Land owned by the Grantee, which is developed or acquired with grant funds shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public as stated in Florida Administrative Code, section 62D-5.059(1). Land under control other than by ownership of the Grantee, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the project completion certificate. The project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

2. PERIOD OF AGREEMENT:

This Agreement shall become effective upon execution by both parties and the Grantee shall complete development of the project site by **April 30, 2018** and shall remain in effect until, inclusive.

3. **FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for cost pursuant to FRDAP guidelines regarding approved pre-agreement costs, through the expiration date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of State funds, hereby adopted and incorporated by reference.

- A. As consideration for satisfactory performance rendered by the Grantee under FRDAP guidelines and the terms of this Agreement, the Department shall pay the Grantee on a reimbursement basis up to a maximum of **\$50,000.00**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. It is further understood that grant funds may be revised by the Department due to the availability of program funds. Grant awards are contingent upon appropriation by the Legislature. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, "Payment Request Summary Form"**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and/or pursuant to the FRDAP guidelines.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
 - i. Salaries/Wages – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed in **Attachment C**.
 - ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits – Shall be calculated at the rate up to **40%** of direct salaries.

- b. Indirect Cost – Shall be calculated at the rate of **15%** of direct cost.
 - iii. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iv. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.
- E. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The

Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

- G. If the total cost of the project exceeds the grant amount, and/or the required match, as applicable, the Grantee must pay the excess cost.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment E, "Project Status Report"**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "reporting period" shall reflect the reporting period ending May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

The Department shall retain ten percent of the grant until the Grantee completes the project and the Department approves the completion documentation, pursuant to FRDAP requirements and additionally set forth in paragraphs 62D-5.058(6)(g) and (7)(d), Florida Administrative Code.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee

shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements contained herein, the Grantee shall comply with the applicable provisions contained in **Attachment F, "Special Audit Requirements"**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract.

Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee is responsible for the expenses and liabilities incurred under any contracts that the Grantee enters into with its subcontractors.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. SIGNAGE:

Grantee must erect a permanent information sign on the project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the project is complete. The sign must be installed on the project site and approved by the Department before the final project reimbursement request is processed.

15. LOBBYING PROHIBITION:

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

16. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal and state laws, and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal and state laws, and local health and safety rules and regulations. The Grantee further agrees to include this provision in all

subcontracts issued as a result of this Agreement.

17. **NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

18. **CONTACTS:**

Any and all notices required by this Agreement shall be delivered to the parties at the following addresses:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is:

Angela Bright	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	850/245-2501
Fax No.:	N/A
E-mail Address:	angie.bright@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is:

Mr. Michael Gresek	
Grants Administrator	
City of Tamarac	
7525 NW 88th Avenue,	
Tamarac, FL 33321	
Telephone No.:	(954) 597-3562
Fax No.:	(954) 597-3560
E-mail Address:	Michael.Gresek@tamarac.org

19. **INSURANCE:**

To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

A. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement.

B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

If Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee, Grantee shall provide documentation of such self-funded insurance to the Department.

20. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

21. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. **EQUIPMENT:**

Reimbursement for equipment purchases is not authorized under the terms and conditions of this Agreement.

23. **CHANGE ORDERS:**

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget, shall require formal Amendment to this Agreement.

24. **QUALITY ASSURANCE:**

FRDAP funds will not be used for environmentally-related measurements or data generation on land under control of Grantee, which is being developed pursuant to this Agreement. The Grantee and subcontractors are exclusively responsible for quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives. All sampling and analyses performed under the direction of Grantee or subcontractor must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.).

Grantee and subcontractors are solely responsible for the quality assurance practices, compliance, reporting, negligence or wrongful acts of its employees and agents regarding the environmentally-related measurements, sampling, analyses and/or data generation on land developed pursuant to this Agreement. NOTE: "Sample" refers to samples that have been either collected or analyzed on land developed pursuant to this Agreement.

25. **DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

26. **LAND ACQUISITION:**

Grantee has acquired an interest and/or right to real property, described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement. The following language shall be included in a Lease and/or other legal instrument regarding the Grantee's interest and/or right to real property. Any applicable recording fees are the sole responsibility of the Grantee:

"Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions contained in a certain Grant Award Agreement (DEP Agreement No. **A6019**), which is attached hereto as Exhibit ____ and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the interests and/or rights to the Property in perpetuity and be binding upon Grantee and all successive owners

(and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of _____ County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent Lease or other written legal instrument by which Grantee transfers or conveys interest and/or rights or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants. Grantee further agrees to give written notice to DEP of a change or transfer of any interest in the Property at least 20 calendar days prior to the date of such change or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. A6019, the total funding amount paid by the State of Florida, and the Department's Grant Manager's name."

If for any reason the above language is not incorporated into the Lease or legal instrument by which the Grantee obtained an interest and/or rights to the Property, the Grantee shall execute a separate Declaration of Restrictive Covenant (using a template obtained from the Department of Environmental Protection) that shall run with the interest and/or rights to the Property. Requests for the Declaration of Restrictive Covenant template shall be directed to the DEP Office of General Counsel, Institutional Control Attorney, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Prior to recording, such Declaration of Restrictive Covenant shall be reviewed, approved, and counter-signed by the Department. Any applicable recording fees are the sole responsibility of the Grantee.

27. PHYSICAL ACCESS AND INSPECTION:

Department has the right to inspect the project and any and all records related thereto at any reasonable time. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

28. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall

create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. **SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF TAMARAC

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

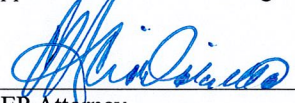
Date: _____

Date: _____

Angela Bright, DEP Grant Manager

Grantee Attorney

Approved as to form and legality:

 12/17/2015

DEP Attorney

FEID No.: 59-1039552

* Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report (2 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
GRANT WORK PLAN

Project Name: Sunset Point Park, Phase II
Grantee Name: City of Tamarac

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements shown below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

TASK #1 Development of: <u>Sunset Point Park, Phase II</u>	Amount of Costs to be Paid with Grants Funds	Amount of Costs to be Paid with Grantee Match	Deliverable and Documentation to Be Submitted Upon Completion and Before Reimbursement Can Be Approved
Task Description:			
Primary project element: Playground w/shade structure	\$50,000.00	Not Applicable No Match Required	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project Notice of Limitation of Use Boundary Survey
Support project element: Landscaping			
TOTAL FUNDING AMOUNT	\$50,000.00	\$0.00	

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

***All work will be completed in accordance with the approved plans.**

INSTRUCTIONS FOR COMPLETING GRANT WORK PLAN:

DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED: Identify ALL elements that will be completed under this Agreement.

DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement



Florida Department of Environmental Protection

ATTACHMENT B
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
COMMENCEMENT DOCUMENTATION CHECKLIST

Required Signatures: No Signature

Following approval of these documents, the Department will issue written authorization to commence construction or acquisition of the project.

DEVELOPMENT COMMENCEMENT DOCUMENTATION

- ☐ 1. A professional site plan (detail specifications not required). A graphic document of the proposed development that shows the location of all existing and proposed buildings, facilities, etc. that is signed and dated by the project liaison. **If part of a larger simultaneous development or part of a phased project, please color code the current project elements and/or any phases/existing elements. (Site plan cannot be any larger than 11x17 or 14x17) (2 copies)**
- ☐ 2. Commencement Certification (Form DRP-107)
- ☐ 3. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be **signed and sealed** by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. (Survey cannot be any larger than 11x17 or 14x17) (2 copies)
- ☐ 4. The results of a title search **and** the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property **or** a copy of title insurance. **A warranty deed will not suffice. Ownership and Encumbrance (O&E) Reports are also not sufficient title documentation under the grant program.**
- ☐ 5. If land will be used as a match, send either a copy of the taxed assessed value or a complete appraisal (prepared in accordance with The Uniform Standards of Professional Appraisal Practices), supporting fair market value of land utilized as project matching funds. Appraisal must be no earlier than one year prior to the closing date of the application submission period. **The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL). (Approved list can be found at: www.dep.state.fl.us/lands/appraisal_list.htm or call 850-245-2658). (1 Copy)**
- ☐ 6. Certification of Insurance Form (Form DRP-127) at www.dep.state.fl.us/parks/OIRS.

ACQUISITION COMMENCEMENT DOCUMENTATION

- ☐ 1. An appraisal prepared in accordance with The Uniform Standards of Professional Practices, supporting fair market value of land to be acquired. If the property is \$500,000 or less in appraised value, one appraisal is required. If the property exceeds \$500,000 in appraised value, two appraisals are required. The appraisal(s) shall be dated no earlier than (6) months prior to the closing date of the application submission period. **The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL), (Approved list can be found at: www.dep.state.fl.us/lands/appraisal_list.htm or call 850-245-2658).** (1 Copy)
- ☐ 2. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. The survey must be updated to within one year of the closing date of the application submission period. **(Survey cannot be any larger than 11x17 or 14x17) (2 copies)**
- ☐ 3. The results of a title search **and** the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title by the owner, with no liens, encumbrances or taxes held against the property **or** a copy of title insurance. **A warranty deed will not suffice. Ownership and Encumbrance (O&E) Reports are also not sufficient title documentation under the grant program.**

Forms may be found at our website: www.dep.state.fl.us/parks/oirs



Florida Department of Environmental Protection

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

DEP USE ONLY

STATE FUNDING PARTICIPATION: _____ %

Total project costs to date	\$
State Obligation to date	\$
State retainage (_____ %)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

DEP Project Administrator_____
Date_____
Division Director or Designee_____
Date

ATTACHMENT D

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

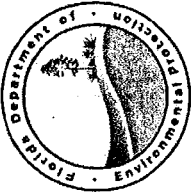
Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm



Florida Department of Environmental Protection
Attachment E
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

Project Name: Project Number:

Project Sponsor:

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

[illegible]

Period Covered (Check Appropriate Period):	Due May 5 th	Due September 5 th	Due January 5 th
<input type="checkbox"/> January through April:			
<input type="checkbox"/> May through August:			
<input type="checkbox"/> September through December:			

LIAISON: _____ Signature _____ Date _____

DRP-109 (Effective 05-22-2015)

Page 2 of 2

ATTACHMENT F

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount
Original Agreement	General Revenue Fund, Line Item 1711A	2015-2016	37.017	Florida Recreation Development Assistance Program	\$50,000.00

Total Award					\$50,000.00
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



Title - TR12663 - Approval of HOME ILA FY 15/16

A Resolution of the City Commission of the City of Tamarac, Florida, accepting the 2015-2016 Fiscal Year Home Investment Partnership ("HOME") funds in the amount of \$70,974 for a term commencing October 1, 2015 with an end date of September 30, 2017; authorizing the appropriate City Officials to execute an Interlocal Agreement for the designation of sub recipient and disbursement of HOME program funds for housing rehabilitation, minor home repairs, Fiscal Year 2015-2016, with Broward County attached hereto as Exhibit "A", and incorporated herein; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ Memo	12/16/2015	Cover Memo
▣ TR12663 Resolution	1/6/2016	Resolution
▣ Exhibit A - Agreement	12/30/2015	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (15-07-003M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: December 23, 2015

FROM: Maxine Calloway, Director of
Community Development

RE: HOME – Approval of Interlocal
Agreement - FY 2015/2016
Case No. 5-MI-15
Temp Reso. No. 12663

Recommendation: The Director of Community Development recommends that the City Commission approve the Interlocal Agreement between Broward County and the City of Tamarac for the administration of the Home Investment Partnership Program (HOME) for Fiscal Year (FY) 2015/2016 funds.

Issue: City Commission approval is needed for the Interlocal Agreement between Broward County and the City of Tamarac for the City's FY 2015/2016 HOME funds in the amount of \$70,974.00.

Background: The City Commission renewed its participation as a member of the Broward County HOME Consortium on June 14, 2011. The HOME Consortium was created to allow for Broward County to allocate Department of Housing and Urban Development (HUD) funds to local governments in order to undertake housing assistance activities.

Fiscal Year 2015/2016 funds are released by the County through the Consortium. The County has thirteen HOME Consortium members that must spend its funds in a three year cycle. The FY 2015/2016 Interlocal Agreement with Broward County for the administration of the City's HOME funds is effective beginning October 1, 2015 and ends September 30, 2017. All of the funds will be committed to income eligible Tamarac households for the rehabilitation of residential properties under the City's minor home repair program. It is anticipated that FY 2015-2016 funds will assist in the completion of home rehabilitation activities for 2-4 properties.

Fiscal Impact: Funding in the amount of \$70,974.00 is appropriated as part of the Fiscal Year 2015/2016 budget process by the County. Funds will be allocated by Broward County on a reimbursement basis. As such these grant funds will not impact the City's general fund.

This agenda item is consistent with the City's Strategic Plan Goal #5; Safe and Vibrant Community.



Maxine Calloway,
Director of Community Development

Attachments:

Temporary Resolution #12663
EXHIBIT A – Fiscal Year 2015/2016 Interlocal Agreement

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ACCEPTING THE 2015-2016 FISCAL YEAR HOME INVESTMENT PARTNERSHIP ("HOME") FUNDS IN THE AMOUNT OF \$70,974 FOR A TERM COMMENCING OCTOBER 1, 2015 WITH AN END DATE OF SEPTEMBER 30, 2017; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF TAMARAC FOR THE DESIGNATION OF SUBRECIPIENT AND PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION, MINOR HOME REPAIRS, FISCAL YEAR 2015-2016, ATTACHED HERETO AS EXHIBIT "A", AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac ("City") and Broward County ("County") are members of the Broward County HOME Consortium ("Consortium"), and are subject to the terms and conditions of the HOME Investment Partnership Program Consortium Cooperation Agreement ("HOME Agreement") entered into by the City and the County on June 14, 2011; and

WHEREAS, in its representative capacity for members of the Consortium to the Department of Housing and Urban Development ("HUD"), the County is the recipient of HOME funds from HUD, and has allocated these funds to various municipalities within the County, including the City; and

WHEREAS, the City must be designated as HOME subrecipient in order to directly execute contracts for HOME eligible activities; and

WHEREAS, the City Commission desires the City to be designated as a HOME subrecipient and to enter into the Interlocal Agreement with the County for HOME Program funds for Fiscal Year 2015-2016 in the amount of \$70,974.00, for a term commencing October 1st, 2015 and ending September 30, 2017, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Community Development Director recommends the approval of the Interlocal Agreement with the County for HOME Program funds for Fiscal Year 2015-2016 in the amount of \$70,974.00, for a term commencing October 1st, 2015 and ending September 30, 2017; and

WHEREAS, it is recommended that the City Manager be authorized to exercise any extensions to the contract if necessary and appropriate; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City to enter into the Interlocal Agreement with the County for the Designation of Subrecipient and Disbursement of HOME Program funds for housing rehabilitation, Minor Home Repairs for Fiscal Year 2015-2016.

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 a specific part of this Resolution.

SECTION 2: The City Commission approves the designation of the City of Tamarac as a subrecipient for purposes of the HOME Investment Partnership Program Consortium Cooperation Program, and further authorizes the appropriate City officials to execute the Interlocal Agreement with Broward County for Designation of Subrecipient and Disbursement for the HOME Program for Fiscal Year 2015-2016, a copy of which is attached hereto as Exhibit "A".

SECTION 3: The City Manager is authorized to exercise any extensions to the contract if necessary and appropriate.

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 AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,
FLORIDA THIS _____ DAY OF _____, 2016.

CITY OF TAMARAC, FLORIDA

HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

H. DRESSLER _____
P. BUSHNELL _____
M GOMEZ _____
D. GLASSER _____
D. PLACKO _____

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

SAMUEL S. GOREN
CITY ATTORNEY

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF TAMARAC

for

PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR
HOUSING REHABILITATION - MINOR HOME REPAIR PROGRAM

FY 2015 FUNDING

IN THE AMOUNT OF \$70,974

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AGREEMENT

Between

BROWARD COUNTY

and

CITY OF TAMARAC

for

PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR
HOUSING REHABILITATION - MINOR HOME REPAIR PROGRAM

FY 2015 FUNDING

IN THE AMOUNT OF \$70,974

This is an Agreement ("Agreement"), made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF TAMARAC, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties".

RECITALS

WHEREAS, pursuant to 24 CFR Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement approved by the Board on June 9, 2009, providing for the Parties' inclusion in the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and providing for COUNTY to be the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program on behalf of all of its members; said HOME Consortium Cooperation Agreement is incorporated herein by reference; and

WHEREAS, COUNTY, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Investment Partnerships Program grant funding ("HOME Funds") from the U.S. Department of Housing and Urban Development "HUD") pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing

rules and regulations set forth in 24 CFR Part 92 for all members of the HOME Consortium, and COUNTY desires to allocate a portion of the HOME Funds to CITY; and

WHEREAS, on May 12, 2015, the Board adopted Resolution #2015-256, approving FY 2015 - 2016 HOME funding to CITY under COUNTY's HOME Program, for housing rehabilitation activities; and

WHEREAS, COUNTY is required to enter into this Agreement with CITY in order for CITY to perform HOME eligible activities within CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This document, Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **CFR** - The Code of Federal Regulations is the codification of rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 1.4 **Contract Administrator** - The Contract Administrator for COUNTY is the Director of the Division or the Assistant Director of the Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY's Designated Representative, and to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.
- 1.5 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.7 **Division** - The Housing Finance and Community Redevelopment Division.

- 1.8 **HOME or HOME Program** - The HOME Investment Partnerships Program pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C. 1271 et seq.), with implementing rules and regulations set forth in 24 CFR Part 92.
- 1.9 **HOME Funds** - The HOME Investment Partnerships grant funding provided to CITY under this Agreement.
- 1.10 **HUD** - The United States Department of Housing and Urban Development.
- 1.11 **Income Eligible Household** - Low-income and very low-income households described in 24 CFR Part 92.2, consisting of families as defined in 24 CFR Part 5.403, with an annual anticipated gross income that does not exceed eighty percent (80%) and fifty percent (50%) respectively, of the median annual income for the area, as determined by HUD, with adjustments for family size for households within the metropolitan statistical area for Broward County, or the non-metropolitan median for the State, whichever is greater.
- 1.12 **Project** - The Project consists of the services described in Article 2.
- 1.13 **Property** - The property(ies) assisted with HOME Funds under this Agreement for the Project.
- 1.14 **Rules and Regulations of HUD** - The rules and regulations of HUD including, but not limited to, 24 CFR Part 92, "HOME Investment Partnerships Program"; Fair Housing Act, 42 U.S.C. 3601 et seq.; Section 301 of the Housing and Urban-Rural Recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, the applicable provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"; 24 CFR Part 91 "Consolidated Submissions for Community Planning and Development Programs" and any Executive Orders issued by the Federal Government impacting the HOME Program; as amended from time to time, and which are incorporated herein by reference.
- 1.15 **Subconsultant or Subcontractor** - A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services under this Agreement through CITY for all or any portion of the work or activities. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."

ARTICLE 2 - PREAMBLE

- 2.1 Pursuant to 24 CFR Part 92, HUD allocates HOME funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with

primary attention to rental housing, for very low-income and low-income families.

- 2.2 Pursuant to 24 CFR Part 92.105, COUNTY has been designated by HUD as a participating jurisdiction, and receives its HOME funding allocation pursuant to the Consolidated Plan submitted to and approved by HUD in accordance with 24 CFR Part 91. COUNTY may use HOME funding to carry out multi-year housing strategies through acquisition (including homebuyer activities and purchase assistance), rehabilitation, new housing construction, and tenant-based rental assistance.
- 2.3 Under the Rules and Regulations of HUD, COUNTY is the administrator for the Program and is mandated to comply with all applicable statutes, codes, rules, and regulations of the United States as to the allocation and expenditure of HOME Funds as well as protecting the interests of certain classes of individuals who reside in COUNTY.
- 2.4 COUNTY desires to disburse HOME Funds to CITY and has obtained assurances from CITY that it will comply with all applicable statutes, codes, rules, and regulations of the United States, the Rules and Regulations of HUD, the State of Florida, and COUNTY relating to the Project and the Program, as a condition precedent to the release of such HOME Funds to CITY.
- 2.5 COUNTY shall conduct all programs and activities relating to housing and community development in a manner that affirmatively furthers fair housing. COUNTY shall fund only subrecipients who have taken steps to promote fair housing.
- 2.6 In the event CITY is found to be taking actions designed to discourage affordable housing for sale or rent within the boundaries of COUNTY, CITY shall not be eligible to receive HOME Funds under this Agreement.
- 2.7 In accordance with 2 CFR Part 2400.101, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 CFR Part 200 are applicable to the HOME Funds provided by COUNTY under this Agreement. In accordance with 2 CFR Part 200.101(b)(3), with the exception of the requirements set forth in 2 CFR Part 200, Subpart F, Audit Requirements, in the event any of the provisions of Federal statutes or regulations relating to the HOME Program differ from the provisions set forth in 2 CFR Part 200, the provision of the Federal statutes or regulations shall govern.
- 2.8 This Agreement is subject to the availability of funds as more specifically described in Articles 4 and Article 10.

ARTICLE 3 - PROJECT

- 3.1 CITY shall provide housing rehabilitation activities for Income Eligible Households as outlined in Exhibit "A," Project Description.
- 3.2 CITY shall comply with Exhibit "B," Costs/Budget for Project, and Exhibit "C," Timetable/Schedule for Project. Failure to maintain the implementation schedule within sixty (60) days of the deadlines set forth in Exhibit "C" may warrant a full review by the Division to meet HUD's required expenditure rates for the Program year. In the event CITY fails to maintain the implementation schedule within ninety (90) days of the deadlines identified in Exhibit "C," COUNTY may terminate this Agreement in accordance with Article 10, and may transfer all uncommitted and unexpended funds to the contingency account or be reprogrammed by COUNTY consistent with the Rules and Regulations of HUD for the HOME Program.
- 3.3 The Division may issue a Stop Order to CITY which shall halt all work on the Project in the event the work is not being performed according to the terms of this Agreement or when, in the Division Director's judgment, CITY, or any of its Subcontractors, have violated federal guidelines and regulations, or the terms of this Agreement.
- 3.4 The Division will carry out periodic monitoring and evaluation activities as determined necessary by the Division. The continuation of this Agreement is dependent upon satisfactory evaluations by the Division. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions and output measures. Upon request, CITY shall furnish to the Division Director, COUNTY, or their designees, such records and information related to the Project as is determined necessary by the Division Director or COUNTY. CITY shall submit on a monthly and quarterly basis, and at other times upon the request of the Division Director, information and status reports required by the Division, COUNTY, or HUD on forms approved by the Division Director.
- 3.5 CITY shall meet with COUNTY at reasonable times and with reasonable notice to discuss the Project.
- 3.6 CITY shall provide COUNTY with Monthly Progress Reports utilizing the form provided in Exhibit "D," which shall indicate the status of all outstanding work that has been authorized by COUNTY for the Project. The first Monthly Progress Report shall be due one (1) month after the complete execution of this Agreement by the Parties. Following completion of the Project, CITY shall complete and submit to COUNTY the Project Completion Form set forth in Exhibit "F."

- 3.7 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. CITY shall furnish to COUNTY any information COUNTY requests for preparation of reports required under the Rules and Regulations of HUD, specifically 2 CFR Part 200 and 24 CFR Part 92 including, but not limited to, the Consolidated Plan and the Annual Performance Report.
- 3.8 CITY shall use its own procurement procedures for the procurement of property and services, which shall reflect applicable state and local laws and regulations; and all procurement shall conform to applicable federal law and the applicable Procurement Standards set forth in 2 CFR Part 200, Subpart D.
- 3.9 CITY shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 CFR Part 92.214(b)(1).
- 3.10 CITY shall ensure that the recapture and affordability restrictions set forth in 24 CFR Part 92.503 are enforced by requiring each Income Eligible Homeowner to execute a Mortgage, Promissory Note, and a Declaration of Restrictive Covenants in favor of CITY, for the amount of purchase assistance being provided. The documents shall be executed in a form substantially similar to the documents provided by COUNTY to CITY for CITY's use, for an affordability period of ten (10) years consistent with the requirements set forth in 24 CFR Part 92.503, and as further described in Exhibit "A," Project Description.
- 3.11 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 recorded in the Fort Lauderdale/Hollywood International Airport Weather Station.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The maximum amount of HOME Funds payable by COUNTY under this Agreement shall be set forth in the applicable category(ies) below:

Check applicable category(ies): ☒ Regular HOME Dollars - \$70,974
☐ CHDO Dollars - 15% Community Housing
Development Organization (CHDO) set-aside

- 4.2 COUNTY shall reimburse CITY for the Project expenses incurred as provided in Exhibit "B," Costs/Budget for Project, provided a suspension of payment as provided in this Agreement has not occurred, and provided further that CITY complies with the procedures for invoices and payments as set forth in this Article. At no time shall COUNTY distribute HOME Funds to CITY if it has not provided the required deliverables. In the event HUD reduces the HOME funding allocation to the HOME Consortium, COUNTY shall reduce CITY's allocation proportionately.

- 4.3 Regular HOME Dollars. Regular HOME Dollars means HOME Funds allocated by COUNTY to CITY under this Agreement in accordance with 24 CFR Part 92 and that are not designated as a fifteen percent (15%) CHDO set-aside, as described in Section 4.4.
- 4.4 CHDO Dollars. COUNTY, as the participating jurisdiction pursuant to 24 CFR Part 92.300, is required to set-aside fifteen percent (15%) of HUD's annual fiscal year HOME funding allocation to COUNTY specifically for CHDO development-related activities. CHDOs are established pursuant to 24 CFR Part 92, Subpart G, Community Housing Development Organization, to receive the set-aside HOME Program funding, and must be approved by COUNTY for the primary purpose of developing affordable housing for CITY. CITY shall administer the fifteen percent (15%) CHDO set-aside in accordance with 24 CFR Part 92.300, and shall enter into an agreement with a COUNTY-approved CHDO to provide the HOME eligible activities under this Agreement.
- 4.5 CITY shall invoice COUNTY monthly, if eligible Projects expenditures have been made, utilizing the form provided in Exhibit "G," Request for Payment, for eligible Project costs described in Exhibit "A," Project Description, and 24 CFR Part 92.206, on the following basis:
- 4.5.1 CITY shall provide COUNTY with documentation of costs associated with any CITY personnel providing services for the Project.
- 4.5.2 CITY shall provide COUNTY with an executed original of any contracts with Subcontractors authorizing services, work, or activities to be performed for the Project.
- 4.5.3 CITY shall submit a certified copy of the purchase order authorizing the work or activities for which it is invoicing.
- 4.5.4 CITY shall submit to COUNTY a certified copy of all Subcontractor invoices for the Project indicating the services, work, activities, or materials for which it is invoicing.
- 4.5.5 CITY's administrator or the administrator's authorized representative shall certify that the services, work, activities, or materials being invoiced has been received or completed.
- 4.5.6 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, CITY shall provide COUNTY with a final and complete Monthly Progress Report, utilizing the form provided in Exhibit "D."

- 4.6 Following receipt of invoices and supporting documentation, as described in Section 4.3, the Division shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. Upon determination by the Division that the items invoiced have been received or completed, the Division shall make payment to CITY the amount it determines to be payable. Payment for travel expenses, if any, shall be made in accordance with COUNTY guidelines for travel reimbursement.
- 4.7 CITY shall not be entitled to payment by COUNTY for any invoices if received by COUNTY later than sixty (60) days after expiration or earlier termination of this Agreement; however, invoices for impact fees, if applicable, will be honored by COUNTY for up to twelve (12) months after expiration or earlier termination of this Agreement.
- 4.8 COUNTY shall pay CITY within thirty (30) calendar days from receipt of CITY's Request for Payment for reimbursement of eligible Project expenses, in accordance with COUNTY's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances.
- 4.9 CITY shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of COUNTY. CITY shall ensure there is an expenditure of HOME Funds within twelve (12) months of execution of this Agreement by the Parties, and thereafter, every ninety (90) days, wherever possible.
- 4.10 COUNTY may suspend payment under this Agreement for any of the following events:
- 4.10.1 Ineligible use of HOME Funds;
 - 4.10.2 Failure to comply with the terms of this Agreement;
 - 4.10.3 Failure to submit reports as required, including a favorable audit report;
 - 4.10.4 Submittal of incorrect or incomplete reports in any material respect; and
 - 4.10.5 Failure to comply with the indemnification obligations under this Agreement.

In the event COUNTY elects to withhold payment to CITY pursuant to this Section 4.10, COUNTY shall specify the action(s) that must be taken by CITY as a condition precedent to resumption of payments, and should specify a reasonable date for compliance.

- 4.11 CITY shall not request disbursement of HOME Funds under this Agreement until the HOME Funds are needed for the payment of eligible costs as described in 24 CFR Part 92.209. Program Income, repayments, or recaptured funds, as described in 24 CFR Part 92.503, hereinafter collectively referred to as ("recapture monies"), derived from the Project shall be accounted for by CITY and reported to COUNTY utilizing the Monthly Progress Report set forth in Exhibit "D." Program Income, as defined in 24 CFR Part 92.2, received by CITY from HOME eligible activities shall be deducted first by CITY from any invoice submitted by CITY for eligible costs. The remaining balance of eligible costs shall be requested from COUNTY utilizing the Request for Payment form provided in Exhibit "G."
- 4.12 Payments to CITY shall be sent to:
- City of Tamarac
Attention: City Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321
- 4.13 Any documentation required under this Agreement shall be furnished to COUNTY at the following address:
- Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment
Division
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
- 4.14 At the sole discretion of the Division Director, unexpended HOME Funds not provided to or reimbursed to CITY under the terms of this Agreement may be reallocated by COUNTY to other HOME Program projects approved for funding by the Board.
- 4.15 Any HOME Funds paid to CITY in excess of the amount to which CITY is finally determined to be entitled to under this Agreement shall be repaid to COUNTY within a reasonable period after demand, and if not paid, COUNTY may reduce the debt by making an administrative offset against other requests for reimbursements.
- 4.16 Notwithstanding any provision of this Agreement to the contrary, COUNTY shall not be required to reimburse CITY any HOME Funds under this Agreement, if COUNTY is not able to obtain such funding from HUD for the payment of these costs, and COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

- 4.17 Notwithstanding any provision in this Agreement to the contrary, in the event COUNTY is required to repay HUD any HOME funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 CFR Part 92, or any other applicable Rules and Regulations of HUD, CITY may be required to repay COUNTY such HOME Funds in accordance with the repayment provisions set forth in Section 8.5 of this Agreement.

ARTICLE 5 - LIABILITY AND INDEMNIFICATION

- 5.1 CITY is a state agency under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 5.2 In the event CITY contracts with a Subcontractor to perform any work or activities for the Project, any contract with such Subcontractor shall include the following provisions, in substantially the form provided below:
- 5.2.1 Indemnification: To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Broward County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Subcontractor and persons employed or utilized by Subcontractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

ARTICLE 6 - INSURANCE

- 6.1 CITY is a state agency under Section 768.28, Florida Statutes, and shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. In the event CITY elects to purchase excess liability coverage, Broward County, shall be named as an additional insured and certificate holder under said policy, and COUNTY shall be notified of said coverage and provided evidence of same.
- 6.2 In the event CITY contracts with a Subcontractor, to provide any of the work or activities set forth herein, the contract shall require the Subcontractor, at a minimum, to maintain in full force and effect, at Subcontractor's sole cost and expense, during the term of the contract, insurance of the types and amounts as provided in Exhibit "H," Insurance Requirement, attached hereto, and name Broward County as an additional insured.

ARTICLE 7 - ASSURANCES AND CERTIFICATIONS

- 7.1 CITY shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of HOME Funds including, but not limited to, the Rules and Regulations of HUD, and requirements which may be imposed by the HOME Consortium. Any conflict or inconsistency between the any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.
- 7.2 CITY shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association.
- 7.3 CITY shall comply with the requirements set forth in the Division's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. COUNTY will provide CITY with a copy of the manual and any amendments thereto.
- 7.4 CITY shall not use HOME Funds to support or engage in any explicitly religious activities including, but not limited to, activities that involve overt religious content such as worship, religious instruction, or proselytization, as further described in 24 CFR Part 92.257.
- 7.5 CITY certifies, to the best of its knowledge and belief, that:
 - 7.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 7.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, CITY shall complete and submit to COUNTY Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 CFR Part 87, in accordance with its instructions.
 - 7.5.3 The language of this Section 7.5 shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.6 CITY shall comply with the requirements set forth in 24 CFR Part 92.50 and 24 CFR Part 5.105, Other Federal requirements, as applicable to the Project, including, but not limited to, the following:

- 7.6.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 CFR Part 146, which prohibit discrimination of persons on the basis of race, color, or national origin, including, but not limited to, exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which CITY receives federal financial assistance.
- 7.6.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), which prohibits discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices.
- 7.6.3 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations set forth in 24 CFR Part 146, which prohibit discrimination of persons on the basis of age under any program, or activity for which CITY receives federal financial assistance.
- 7.6.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations set forth in 24 CFR Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which CITY receives financial federal assistance.
- 7.6.5 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 7.6.6 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination of individuals on the basis of race, color, sex, national origin, religion, or age.
- 7.6.7 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations set forth in 24 CFR Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low and very low-income persons.
- 7.6.8 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 CFR Part 87; and the

requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

7.6.9 The prohibitions set forth in 2 CFR Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.

7.6.10 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 CFR Part 2429.

7.7 CITY shall comply with the recordkeeping and reporting requirements under this Agreement and 24 CFR Part 92, as applicable, to enable COUNTY to comply with its recordkeeping and reporting requirements set forth in 24 CFR Part 92.508.

7.8 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, CITY shall provide COUNTY, HUD, and the Comptroller General of the United States, through any of their duly authorized representative, access to any books, documents, papers, and records of CITY, or its Subcontractors providing Project services under this Agreement, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access granted under this Section 7.8 shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

ARTICLE 8 - FINANCIAL RESPONSIBILITY

8.1 CITY shall comply with the requirements, standards, and the applicable provisions set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards."

8.2 CITY shall comply with the audit requirements set forth in 2 CFR Part 200, Subpart F, "Audit Requirements," and any revisions, as applicable. The audit required under 2 CFR Part 200 must be filed with COUNTY within one hundred twenty (120) days after the close of the fiscal year of CITY. All HOME Funds provided by COUNTY should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

8.3 CITY shall use HOME Funds provided by COUNTY only for eligible Project activities specifically outlined in this Agreement.

8.4 CITY shall budget and expend all HOME Funds provided by COUNTY under this Agreement in accordance with the Division's "Procedures Manual for Subrecipients," described in Section 7.3.

8.5 In addition to COUNTY's right to terminate this Agreement in accordance with Article 10, CITY shall be required to repay to COUNTY, in COUNTY's sole discretion, any HOME Funds determined by COUNTY to be ineligible for reimbursement under the terms of this Agreement including, but not limited to, in the following events:

8.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any over payments by COUNTY.

8.5.2 Any HOME Funds expended by CITY, or any of its Subcontractors, in violation of this Agreement.

In the event CITY is required to repay COUNTY any HOME Funds pursuant to this Section 8.5, CITY shall repay such funds from nonfederal resources within thirty (30) days of notice provided by COUNTY, and if not paid, COUNTY may, in its sole discretion, elect to withhold payment on any subsequent request for payment by CITY, or reduce CITY's obligation to repay COUNTY by making an administrative offset against any request for payment. COUNTY, in its sole discretion, may reallocate any funds CITY repays to COUNTY pursuant to the terms of this Agreement to other eligible HOME projects. This provision shall survive the expiration or earlier termination of this Agreement.

8.6 CITY shall disclose to COUNTY any and all third party funding, whether public or private, for the Project. No COUNTY funding shall be used to supplant existing third party funding.

8.7 Reversion of Assets. Upon expiration or earlier termination of this Agreement, CITY shall transfer to COUNTY any HOME Funds on hand at the time of expiration or earlier termination, and any accounts receivable attributable to the use of HOME Funds.

8.8 Withdrawal from the HOME Consortium.

8.8.1 In the event CITY elects to withdraw from the HOME Consortium in subsequent three (3) year consortia qualifications periods, and CITY is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 CFR Part 92, Subpart C, and receive HOME Funds to operate its own HOME Program, COUNTY shall transfer to CITY on the effective date of CITY's withdrawal from the HOME Consortium any recapture monies in its possession, as provided in Section 4.11, that are attributable to CITY's HOME funding allocation. In this event, upon transfer of the HOME Funds to CITY, CITY shall assume all obligations and responsibilities attributable to such HOME Funds.

8.8.2 In the event CITY elects to withdraw from the HOME Consortium in subsequent three (3) year consortia qualifications periods, and CITY is not designated by HUD as a HOME Participating Jurisdiction pursuant to

24 CFR Part 92, Subpart C, CITY shall transfer to COUNTY, within sixty (60) days of the effective date of CITY's withdrawal from the HOME Consortium, any recapture monies in its possession, as provided in Section 4.11, that are attributable to CITY's HOME funding allocation during the period of time CITY was a HOME Consortium member. In this event, COUNTY shall retain all obligations and responsibilities attributable to such HOME Funds.

8.8.3 In the event CITY elects to withdraw from the HOME Consortium as provided in this Section, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, CITY shall provide COUNTY with notice of termination of this Agreement for convenience as provided in Article 10, and CITY shall transfer to COUNTY any recapture monies in its possession, as provided in Section 4.11, that are attributable to CITY's HOME funding allocation during the period of time CITY was a member of the HOME Consortium within sixty (60) days of termination of this Agreement.

8.9 Affirmative Marketing Policy. CITY shall comply with the Affirmative Marketing Policy, set forth in Exhibit "E," as it relates to marketing the Project to Income Eligible Households.

ARTICLE 9 - TERM OF AGREEMENT

The term of this Agreement shall commence retroactively to October 1, 2015, and shall end September 30, 2017, as further described in Exhibit "C," Timetable/Schedule for Project, unless terminated earlier or extended pursuant to the terms of this Agreement. CITY shall expend the HOME Funds allocated to the Project within the term of this Agreement. CITY may submit a written request for an extension to the term of this Agreement to the Division Director no less than ninety (90) days prior to the expiration date. In the event the Division Director approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.18.

ARTICLE 10 - TERMINATION

10.1 This Agreement is subject to the availability of HOME funding from HUD. In the event HUD terminates, suspends, discontinues, or substantially reduces the HOME funding for the Project activity under this Agreement, COUNTY may terminate this Agreement upon CITY's receipt from COUNTY of no less than Twenty-four (24) hours' notice. COUNTY shall be the final authority as to the availability of HOME Funds.

10.2 Termination for Cause.

10.2.1 This Agreement may be terminated for cause by COUNTY, at the discretion of and through the County Administrator, if CITY fails to comply

with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from COUNTY identifying the breach. Any notice of termination provided by COUNTY pursuant to this Subsection 10.2.1 shall also provide CITY with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. CITY shall file an appeal within five (5) days of receipt of COUNTY's notice of termination.

10.2.2 Termination for cause by COUNTY may include, but is not limited to, CITY's failure to commence work on the Project, as set forth in Exhibit "C," Timetable/Schedule for Project, within ninety (90) days from the date of complete execution of this Agreement by the Parties, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives under this Agreement, failure to repay COUNTY as provided in Section 8.5, or contracting with a Subcontractor to provide any Project services under this Agreement who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 CFR Part 2424. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes.

10.2.3 In the event this Agreement is terminated by COUNTY for cause, CITY shall repay to COUNTY any HOME Funds determined by COUNTY to be due in accordance with Section 8.5. COUNTY may, in its sole discretion, reduce CITY's obligation to repay COUNTY by making an administrative offset against any requests by CITY for payment up to the effective date of termination as provided in Section 10.4.

10.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for convenience for COUNTY shall be by the Board. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.4 In the event this Agreement is terminated for any reason, COUNTY will reimburse CITY upon receipt of a Request for Payment utilizing the form

provided in Exhibit "G," for documented and committed eligible Project expenses in accordance with the terms of this Agreement and Exhibit "B," Costs/Budget for Project, incurred by CITY prior to the effective date of termination of this Agreement. For purposes of this Agreement, documented and committed eligible Project expenses means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by CITY or a Subcontractor on CITY's behalf, for Project activities under this Agreement. However, CITY shall not encumber any HOME Funds under this Agreement after either party provides written notice of termination to the other party. Any payment by COUNTY pursuant to this Section 10.4 is subject to the repayment provisions in Section 8.5.

- 10.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 10.6 In the event CITY elects to terminate this Agreement, or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 CFR Part 92, Subpart C, CITY shall not be entitled to receive any unused portion of the HOME funding allocated to CITY.
- 10.7 Notice of suspension or termination of this Agreement shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 10.8 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 12.1 of Article 12.

ARTICLE 11 - NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Article.

FOR COUNTY:

Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment
Division
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Tamarac
Attention: City Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321
Email address: Michael.Cernech@tamarac.org

ARTICLE 12 - MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, CITY grants to COUNTY and the Federal Government a non-exclusive, royalty free, and irrevocable license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY including, but not limited to, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein. CITY shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

12.2 EQUAL EMPLOYMENT OPPORTUNITY

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

CITY shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of

Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26.

Failure by CITY to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

12.3 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a contractor acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

- 12.3.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 12.3.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.3.3 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
- 12.3.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 10.2.

12.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its Subcontractors that are related to this Agreement. CITY and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of CITY and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY, or its Subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the minimum required retention period set forth in 24 CFR Part 92, of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this Section are included in all agreements with its Subcontractors.

12.5 TRUTH-IN-NEGOTIATION REPRESENTATION

CITY's compensation under this Agreement is based upon representations supplied to COUNTY by CITY, and CITY certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12.6 PUBLIC ENTITY CRIME ACT

CITY represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CITY further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act

defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this Section is false, COUNTY shall have the right to immediately terminate this Agreement and recover all HOME Funds paid to CITY under this Agreement.

12.7 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. In providing Services under this Agreement, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. CITY shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

12.8 THIRD PARTY BENEFICIARIES

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

12.9 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CITY without the prior written consent of COUNTY. If CITY violates this provision, COUNTY shall have the right to immediately terminate this Agreement. CITY represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. CITY agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

12.10 CONFLICT OF INTEREST

CITY shall comply with the requirements set forth in 24 CFR Part 92.356 relating to the Conflict of Interest provisions. Any possible conflicting interest on the part of CITY, its officers, employees, or agents, shall be disclosed in writing to the Division.

12.11 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CITY is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, CITY shall require such Subcontractors, by written contract, to comply with the provisions of this Section to the same extent as CITY.

12.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.13 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.14 SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.15 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

12.18 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf. The County Administrator shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities under 24 CFR Part 92. The Division Director shall be authorized to approve, in writing, line item budget changes to the information set forth in Exhibit "B," Costs/Budget for Project, during the term of this Agreement and for sixty (60) days after expiration or earlier termination of this Agreement, as provided in Section 4.8 of this Agreement, in order to reconcile CITY's expenditures of HOME Funds, provided such changes do not result in an increase in the HOME Funds set forth in Section 4.1 of this

Agreement, and Exhibit "B." The written document from the Division Director approving such changes shall be deemed incorporated into this Agreement.

12.19 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.20 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.21 PAYABLE INTEREST

12.21.1 Payment of Interest. COUNTY shall not be liable to pay any interest to CITY for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.21.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by COUNTY under this

Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

12.22 INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" - "H" are incorporated into and made a part of this Agreement. The Rules and Regulations of HUD and any other HUD regulations addressed in this Agreement which are not specifically identified in the definition contained in Section 1.14 shall be incorporated herein by reference.

12.23 LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party, this Agreement shall be amended to make such insertion.

12.24 SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.25 FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents, and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.26 TIME IS OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

12.27 SPECIFIC PERFORMANCE

In addition to all other remedies, CITY's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

12.28 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.29 COUNTY BUSINESS ENTERPRISE PROGRAM

COUNTY has established a policy relating to County Business Enterprise ("CBE") program participation in all COUNTY contracts. Although this Agreement does NOT have assigned CBE goals, CITY shall comply with the procurement standards set forth in 2 CFR Part 200.321.

12.30 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.31 DESIGNATED REPRESENTATIVE

CITY's Designated Representative under this Agreement is the City Manager.

12.32 COUNTERPARTS AND MULTIPLE ORIGINALS

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on May 12, 2015, and CITY OF TAMARAC, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through the
County Administrator

Signature

By _____
Bertha Henry

Print Name

____ day of _____, 201__

Signature

Print Name

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Patrice M. Eichen (Date)
Assistant County Attorney

Print Name and Title above

PME:dp
HOME ILA Tamarac Rehab Activities 121115
12/11/15
#15-129.12

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC
PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR
REHABILITATION - MINOR HOME REPAIR PROGRAM, FY 2015 FUNDING, IN THE
AMOUNT OF \$70,974

CITY

CITY OF TAMARAC

ATTEST:

By _____
City Clerk

By _____
Mayor

Print/Type Name
____ day of _____, 201__

By _____
City Manager

Print/Type Name
____ day of _____, 201__

Approved as to form:

City Attorney

EXHIBIT "A"**PROJECT DESCRIPTION**

FY 2015 - Funding

Project Description - City of Tamarac Housing Rehabilitation - Minor Home Repair Program

Allocation HOME Funds: \$70,974

The HOME Funds in the amount of \$70,974 provided by COUNTY to CITY under the Agreement shall be used for housing rehabilitation - minor home repair activities. A minimum of two (2) Income Eligible Homeowners shall be assisted in an amount up to Thirty Thousand Dollars (\$30,000) per homeowner, including all rehabilitation costs defined in the Agreement for HOME Eligible Activities. Applicants will be processed by CITY on a first come, first served basis. CITY's Program shall be administered in accordance with CITY's Local Housing Assistance Plan (LHAP).

CITY shall ensure that each Income Eligible Homeowner assisted with HOME Funds under the Agreement execute a Promissory Note and Mortgage in favor of CITY, which includes, but is not limited to, the following requirements:

- The principal balance of the Deferred Payment Loan ("Loan") shall be forgiven each year in an amount of 20% on the anniversary date of the Loan following the fifth (5th) year of occupancy of the property by an Income Eligible Homeowner. Repayment of the Loan, when required, shall be based upon the prorated principal balance on the remaining term of the Loan.
- 100% repayable to CITY during Years 1-5.
- 20% reduction on principal balance during Years 6-10.
- Loan position no lower than second.
- Subordination policy, no lower than second position and no cash out permitted.

CITY shall comply with HOME Rules and Regulations governing the Project and CITY's Program including, but not limited to, the following:

- All rehabilitation shall be in compliance with applicable local codes and the Florida Building Code in accordance with 24 CFR Part 92.251, Property Standards.
- Lead-based paint testing and abatement, as needed, in accordance with 24 CFR Part 92.355.
- Income Eligible Homeowner shall refer to a household with a maximum household income less than 80% of COUNTY median.
- Federal procurement procedures set forth in 24 CFR Part 92.504(c)(4) are applicable to the selection of the contractor.
- Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.

EXHIBIT "B"**COSTS/BUDGET FOR PROJECT**
FY 2015

CATEGORY	FUNDING SOURCE HOME
A. Construction Costs	\$63,877
B. Staff Costs (Service Delivery)	<u>\$ 7,097</u>
TOTAL	\$70,974

BUDGET NARRATIVE FY 2015 Funding

- A. Construction Costs - Hard Costs (Home Rehabilitation and Repair) - \$63,877
- B. Staff Costs (Service Delivery costs associated with implementing the Project) - \$7,097

EXHIBIT "C"
TIMETABLE/SCHEDULE FOR PROJECT

<u>WORK TASKS</u>	<u>START-UP</u>	<u>COMPLETION</u>
Identify and process Income Eligible Households	October 2015	March 2017
Provide Monthly Progress Reports to COUNTY	One month after execution of Agreement by the Parties	September 2017
Commence Work Write-Ups	January 2016	April 2017
Commence Repairs	February 2016	June 2017
Repairs Completed	N/A	July 2017
Final Invoice to COUNTY	N/A	August 2017
Provide Close Out Report to COUNTY	N/A	September 2017

EXHIBIT "D"
MONTHLY PROGRESS REPORT

Period Covered: _____ to _____ Date of Report: _____

A. Project Information.

Agency:

Person Preparing the Report:

Signature and Title:

Project Title:

Project Start-up Date:

Project Completion Date:

Amended Completion Date:

B.1 Project Cost.

	<u>Budget</u>	<u>Funds Expended</u>	<u>Percentage</u>
Total Project	\$ _____	\$ _____	_____ %
HOME Funding	\$ _____	\$ _____	_____ %
Other Funding	\$ _____	\$ _____	_____ %

B.2 Declaration of Agency Budget Changes.

Program Income/Recapture:

Source of Program Income/Recapture:

B.3 Other Grant Awards.

Date(s): _____ Dollar Amount _____

Funding Source _____

B.4 Percent of Project Completed to date. _____

EXHIBIT "D"
MONTHLY PROGRESS REPORT
(Continued)

C.1 Describe specific work tasks and qualified accomplishments completed this month:

Task

Qualified
Accomplishments
This Month

C.2 Describe success or problems encountered with the Project:

C.3 Anticipated problems or concerns with the Project: Please identify technical assistance needed and/or requested from the Housing Finance and Community Redevelopment Division staff.

C.4 Anticipated advertisements and/or other contractual services: If applicable, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

D. Program Objectives:

Work Tasks	Projected Yearly/ <u>Total Performance</u>	Monthly <u>Progress</u>	Progress <u>YTD</u>	Supporting <u>Documentation</u>
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EXHIBIT "D"
MONTHLY PROGRESS REPORT
(Continued)

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

Households	Persons	Low to Moderate Income	Low Income	White-Not Hispanic Origin	Black-Not Hispanic Origin	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Female Headed Household

EXHIBIT "E"
AFFIRMATIVE MARKETING POLICY

A. **AFFIRMATIVE MARKETING:**

1. **DISSEMINATION OF INFORMATION**

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws and the marketing policy of the Housing Finance and Community Redevelopment Division.

From time to time, developer or owner shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

2. **OWNER PRACTICES AND PROCEDURES**

Each owner must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Redevelopment Division's Program.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. **SPECIAL OUTREACH**

Special contact will be made by owners with programs providing services to legal aliens and refugees, at churches frequented by legal aliens and refugees and other groups least likely to apply without these special efforts.

4. **FAILURE TO COMPLY WITH REQUIREMENTS**

Failure on the part of an owner to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations shall result in the loan becoming immediately due and payable.

EXHIBIT "E"
AFFIRMATIVE MARKETING POLICY
(continued)

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, handicap, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title 8 of the Civil Right Act of 1968, 42 U.S.C. 3601-3619, and the HUD Fair Housing Code 24 CFR Parts 14, 100, 103-106, 109, 110, 115, and 121.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or any employee of the Housing Finance and Community Redevelopment Division may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with COUNTY's relocation policies consistent with 24 CFR Part 92.353. Information on this policy may be obtained from the Broward County Housing Finance and Community Redevelopment Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Finance and Community Redevelopment Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

EXHIBIT "F"
PROJECT COMPLETION FORM
HOMEOWNER REHABILITATION

[illegible]

Broward County Board of Commissioners, Broward County Florida
Housing and Community Redevelopment Division

1. Project: _____
2. City: _____
3. Billing # _____
4. Billing Period Covered _____
5. % of Total Contract Expended through this Billing _____

Project Costs:

(Itemized per Exhibit "B")

Page 1 of 2

EXHIBIT "G"
REQUEST FOR PAYMENT
(continued)

Detail of Request for Payment (attach copies of backup for billing)

<u>Vendor/Client Name</u>	<u>Invoice #</u>	<u>Description</u>	<u>Amount</u>
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Certification: I certify that this billing is correct and just and based upon obligations of record for this project; that the work and services are in accordance with Broward County approved agreement, including any amendments thereto; and that the progress of the work and services under the project agreement are satisfactory and are consistent with the amount billed.

Signature and title of Authorized Official

Date

EXHIBIT H**Insurance Requirements**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Mobile Equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	\$ 1 mil
	Personal Injury		
BUSINESS AUTO LIABILITY COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	\$ 100 k	
<input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSUREDS ON THE GENERAL LIABILITY POLICY.			
REFERENCE:			
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			

Revised 2013



Title - TR12718 - FY 2016 Vehicle Replacement Program

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to select, approve and award the purchase of replacement vehicles to contractors utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase in the best interest of the City; authorizing an expenditure in an amount not to exceed \$182,400 from the appropriate accounts; authorizing a budget transfer of \$16,700; providing for severability; and providing an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12718 MEMO	11/24/2015	Cover Memo
▣ TR 12718 RESOLUTION	11/24/2015	Resolution
▣ TR 12718 EXHIBIT 1	11/24/2015	Exhibit
▣ TR 12718 EXHIBIT 2	11/24/2015	Exhibit

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

TO: Michael C. Cernech, City Manager

DATE: November 23, 2015

THRU: Jack Strain, Public Services Director

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

**RE: Temp. Reso. #12718 – Purchase of
New and Replacement Vehicles and
Equipment – Agenda January 13,
2016**

Recommendation

I recommend the purchase of new and replacement vehicles and equipment as approved in the Fiscal Year 2016 Budget in the amount not to exceed \$182,400 utilizing current Agreements available for cooperative purchases at the time of purchase including, but not limited to, Agreements awarded by the Florida Sheriff's Association; and that this item be placed on the January 13, 2016 agenda.

Issue

Purchase of replacement vehicles and equipment per the Fiscal Year 2016 Adopted Budget.

Background

On an annual basis the Public Services Department reviews the City fleet in order to determine those vehicles and equipment which require replacement. A number of factors are considered in determining whether a vehicle or equipment requires replacement including age, mileage, value and life-to-date repair costs. A recommendation for replacement is made when the economic benefit of retaining a vehicle decreases and the cost of maintenance substantially increases. Vehicles either requested for replacement or requested as new vehicles, which were subsequently approved in the Fiscal year 2016 Capital Improvement or Departmental Budgets, are summarized below in the Fiscal Impact.

Replacement Vehicle Procurement:

The City will utilize the procurement method which is most advantageous to the City and which best meets the operational needs of the City. The use of competitively bid contracts available for cooperative purchase has been shown to be the most efficient method of procurement in the past. The contracts to be used include, but are not limited to, the Florida Sheriff's Association. In the past, the City has directly issued a bid for specific vehicles that were not included in other contracts or when the vehicles available would not have met the needs of the City. If a City-issued bid is utilized, the approval and award of that bid would be subject to City Manager and/or City Commission approval, per the City's Procurement Policy.

Replacement Index:

Replacement Index is an objective evaluation tool which uses the following criteria to establish the replacement index, and vehicles which either have a score of 30 or greater are deemed to require replacement due to overall condition, cost of maintenance, etc. Vehicles with a score of 25 to 29 are evaluated to determine if it is cost-effective and safe to continue usage until the next fiscal year. The method has shown to be an effective means to identify and plan for the replacement of vehicles and to maximize the useful life of the fleet.

Evaluation Criteria includes the following:

Service Type: Light, moderate, or heavy use (e.g. routine/regular street usage of a sedan compared with very frequent duty service of a heavy truck)

Maintenance and Repair Ratio: Percentage of life-to-date maintenance and repairs to original purchase price

Condition: Excellent to poor, translates into combined objective ranking (e.g. body condition / rust) and subjective judgment of fleet professionals

Age Index: .85 of 1 point for each year of chronological age based on vehicle year

Miles Index: .85 of 1 point for each 10,000 miles

Reliability: Frequency that a vehicle is in the shop compared to the average of all vehicles

The proposed vehicle and equipment replacement for Fiscal Year 2016 includes the following vehicles from the General Fund and Utilities Fund; see Exhibit "1" to Temp Resolution 12718 for more details:

	Unit	Dept.	Year	Make / Model	FY16 Adopted Budget	Replacement Make and Model	Actual Cost Estimate	Replacement Index
1	616	CD / CODE	2002	CHEVROLET S/10 PICK UP	\$18,000	FORD F150 PICKUP	\$26,800	32.86
2	2035	PW / FACILITY	2000	FORD ECONOLINE E250 VAN	\$27,000	FORD T-150 TRANSIT VAN	\$30,900	30.76
3	2050	PW / GROUNDS	2003	CHEVY 2500 4X4 PICK UP	\$28,000	CHEVY 2500 4X4 PICK UP	\$33,000	32.62
4	2046	PW / FLEET	2002	FORD F350 4X4 SUPERCAB PICK UP	\$55,000	NOT TO BE REPLACED IN FY 2016	\$0	28.26
5	4050	UTIL / CONST	2006	CHEVY 2500 4X4 PICK UP W UTILITY BED	\$31,000	CHEVY 2500 4X4 PICK UP W UTILITY BED	\$38,100	30.00
6	4053	UTIL / CONST	2008	FORD RANGER EXTENDED CAB PICK UP	\$22,000	FORD F150 PICKUP	\$26,800	29.76
7	4054	UTIL / CONST	2008	FORD RANGER EXTENDED CAB PICK UP	\$22,000	FORD F150 PICKUP	\$26,800	29.38
FY 16 Total Vehicle Replacement Budget and Actual Cost Estimate					\$203,000		\$182,400	

Replacement Cost:

Replacement cost of the vehicles is based upon the rates in the Agreements utilized, such as the current Florida Sheriff's Association Bid, for the makes and models deemed to be equivalent to the vehicles being replaced. Also, prior to selection of makes and models of replacement vehicles, City staff determine whether the type of usage and departmental needs have changed which would warrant a different type of vehicle. Finally, options (e.g. utility beds, extended cabs) are included in the budgeted price to ensure accuracy and that departmental needs are met.

Fiscal Impact

The actual purchase price of individual vehicles may vary slightly due to the variable cost of aftermarket/dealer-installed equipment (e.g. light bars, strobe lights, bed liners, lift gates, etc.). Therefore, the purchase price listed above includes a 3% allowance for additional parts, accessories, and other equipment (e.g. Bluetooth) which may be added by the manufacturer or installed after-market.

However, the total expenditure will not exceed the amount approved via this proposed Resolution; and all such additional equipment is only approved to ensure the safe operation of the vehicle and to meet specific operational needs. Additionally, certain models, such as Chevrolet S/10 and Ford E250 Van, have been phased out and suitable substitutions have been made from vehicles on available agreements.

Proposed Purchase Summary:

Total Proposed Vehicle Replacement Purchase in FY 2016	\$ 182,400
---	-------------------

Funding was approved for these purchases as part of the FY 2016 Budget and funding is available, as detailed below, in the following funds and accounts:

Fund	Account	FY16 Budget	Replacement Cost	Budget Remaining / (Deficit)
Capital Equipment Fund – General Government (Project No. CV16A)	301-9000-519.64-05	\$ 128,000	\$ 90,700	\$ 37,300
Utilities Fund (Construction)	425-6030-533.64-05	\$ 75,000	\$ 91,700	\$ (16,700)
Total Replacement Vehicles - Funded FY 2016		\$ 203,000	\$ 182,400	\$ 20,600

The total Vehicle Replacement Budget in the Capital Equipment Fund – General Government (Project No. CV16A) is \$128,000 in the FY 2016 Adopted Budget. However, one vehicle (Unit 2046) will not be replaced in FY 2016. It was determined to be more cost-effective to continue use of this vehicle and defer replacement until at least FY 2017. Therefore, the total budgeted for FY 2016 Vehicle Replacement in the General Fund is \$128,000 and the estimated total replacement cost will not exceed \$90,700.

The total Vehicle Replacement Budget in the Utilities Fund is \$75,000, and the total estimated replacement cost is \$91,700; the difference of \$16,700 will be taken from the Utilities Fund Contingency Account.

Fund	Account	Budget Transfer
Capital Equipment Fund – Grounds Maintenance	301-9000-519.64-05	\$ 0
Utilities Fund (Water Distribution)	425-6030-533.64-05	16,700
Total Proposed Budget Amendment for Vehicle / Equipment Purchases – Fiscal Year 2016		\$16,700

The Proposed FY 2016 Vehicle Replacement Purchase including the FY 2016 Budgeted amount and the proposed budget transfer of \$16,700 will not exceed \$182,400.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2016_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SELECT, APPROVE AND AWARD THE PURCHASE OF REPLACEMENT VEHICLES TO CONTRACTORS UTILIZING COMPETITIVE PROCUREMENT METHODS AND CURRENT AGREEMENTS AVAILABLE FOR COOPERATIVE PURCHASE AT THE TIME OF PURCHASE IN THE BEST INTEREST OF THE CITY; AUTHORIZING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$182,400 FROM THE APPROPRIATE ACCOUNTS; AUTHORIZING A BUDGET TRANSFER OF \$16,700; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, funds were appropriated in the Adopted Fiscal Year 2016 Budget for replacement of vehicles and heavy equipment; and

WHEREAS, the timely replacement of City vehicles and equipment is necessary in order to ensure the effective and efficient delivery of services by City departments; and

WHEREAS, City of Tamarac Code, §6-148 allows the Purchasing Officer the authority to waive purchasing procedures and purchase equipment which is the subject of contracts with other governmental agencies; and

WHEREAS, it has been proven in the marketplace that formal competitive bids available for cooperative purchase provide the lowest prices as well as the most efficient method for purchasing vehicles and heavy equipment; 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 economic interests to purchase replacement vehicles and equipment as identified in "Exhibit 1", attached hereto, utilizing current agreements available for cooperative purchase including,

but not limited to, the Agreement awarded by the Florida Sheriff's Association; and

WHEREAS, Funds in the amount of \$203,000 exist in the FY 2016 Adopted Budget, of which, \$128,000 is available in the Capital Equipment Fund – General Government, and \$75,000 is available in the Utilities Fund – Water Distribution; a detailed budget summary is hereto attached as "Exhibit 2"; and

WHEREAS, a budget transfer in the amount of \$16,700 from the Utilities Fund Contingency Account to the Utilities Fund – Water Distribution Account entitled "Machinery & Equipment – Motor Vehicles" is hereby is required; and

WHEREAS, it is in the best interest of the City to authorize the appropriate City officials to select, approve, and award the most cost effective procurement method utilizing current agreements available for cooperative purchase at the time of purchase including, but not limited to, the Agreement awarded by the Florida Sheriff's Association; 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 that the appropriate City Officials be authorized to select, approve and award the cost effective choice for replacement vehicles and equipment as identified in "Exhibit 1" be purchased utilizing current agreements available for cooperative purchase, including, but not limited to, the Agreement awarded by the Florida Sheriff's Association.

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 select, approve and award the purchase of replacement vehicles and equipment utilizing a current agreement at the time of purchase awarded including, but not limited to the Agreement awarded by the Florida Sheriff's Association.

SECTION 3: Funds totaling \$203,000 were appropriated in the Adopted Fiscal Year 2016 Budget for the purchase of replacement vehicles as identified in "Exhibit 1", of which, \$128,000 was provided for in the Capital Equipment Fund – General Government, and \$75,000 was provided for in the Utilities Fund – Water Distribution; a detailed budget summary is hereto attached as "Exhibit 2".

SECTION 4: An expenditure in the amount of \$182,400 for said purpose is hereby authorized.

SECTION 5: A budget transfer in the amount of \$16,700 from the Utilities Fund Contingency Account to the Utilities Fund – Water Distribution Account entitled "Machinery & Equipment – Motor Vehicles" is hereby approved.

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 _____ 2016.

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

FISCAL YEAR 2016 VEHICLE REPLACEMENT / PURCHASE PROGRAM

Exhibit 1

TR 12718

	Unit	Dept.	Year	Make / Model	Repl. Make and Model	FY16 Proposed Budget	Replacement Cost	OEM Accessories	Actual cost	Overbudget / (Underbudget)
1	616	CD / CODE	2002	CHEVY S/10 PICK UP	FORD F150 PICKUP	\$18,000	\$26,000	\$800	\$26,800	\$ 8,800.00
2	2035	PW / FAC	2000	FORD ECONOLINE E-250 VAN	FORD T-150 TRANSIT VAN	\$27,000	\$30,000	\$900	\$30,900	\$ 3,900.00
3	2050	PW / GRD	2003	2500HD 4X4 STD CAB/BODY	CHEVY 2500 HD PICKUP	\$28,000	\$32,000	\$1,000	\$33,000	\$ 5,000.00
6	2046	PW / FLT	2002	FORD F350 SUPERCAB PICKUP	NOT TO BE REPLACED IN FY 2016	\$55,000	\$0	\$0	\$0	\$ (55,000.00)
301-9000-519.64-05				Capital Equipment Fund		\$128,000			\$90,700	\$ (37,300.00)

4	4050	UTIL / CONS	2006	CHEVY 2500 STD CAB/UTIL PU 2WD	CHEVY 250 STD CAB/UTIL BED	\$31,000	\$37,000	\$1,100	\$38,100	\$ 7,100.00
5	4053	UTIL / CONS	2008	RANGER EXT-CAB PU 2WD	FORD F150 PICKUP	\$22,000	\$26,000	\$800	\$26,800	\$ 4,800.00
6	4054	UTIL / CONS	2008	RANGER EXT-CAB PU 2WD	FORD F150 PICKUP	\$22,000	\$26,000	\$800	\$26,800	\$ 4,800.00
425-6030-533.64-05				Utilities Fund - Motor Vehicles		\$75,000			\$91,700	\$ 16,700.00

FY 16 Total Vehicle Replacement Budget						\$203,000			\$182,400	\$ (20,600.00)
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FISCAL YEAR 2016 VEHICLE / EQUIPMENT BUDGET

Fund	Account	FY16 Budget	Replacement Costs	Budget Remaining
Capital Equipment Fund – General Government	301-9000-519.64-05	\$ 128,000.00	\$ 90,700.00	\$ 37,300.00
Utilities Fund (Water Distribution)	425-6030-533.64-05	\$ 75,000.00	\$ 91,700.00	\$ (16,700.00)
		\$ 203,000.00	\$ 182,400.00	\$ 20,600.00

TOTAL PROPOSED VEHICLE / EQUIPMENT PURCHASES FOR FY 2016	\$ 182,400.00
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Title - TR12728 - 2015 Edward Byrne Memorial JAG Award

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to accept the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Award and execute a memorandum of understanding between the City of Tamarac and the Broward Sheriff's Office pending legal review; authorizing the Broward Sheriff's Office to continue to serve as the lead agency providing for the administration of the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

City-wide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR #12728 - Edward Byrne Memorial JAG Award Memo	11/2/2015	Cover Memo
▣ TR #12728 - Edward Byrne Memorial JAG Award Resolution Updated	12/17/2015	Resolution
▣ TR #12728 - Edward Byrne Memorial JAG Award Exhibit A	11/2/2015	Exhibit
▣ TR #12728 - Edward Byrne Memorial JAG Award Exhibit B	11/2/2015	Exhibit
▣ TR #12728 - Edward Byrne Memorial JAG Award Exhibit C	11/2/2015	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES

TO: Michael C. Cernech,
City Manager

DATE: October 29, 2015

THROUGH: Mark Mason, Director
Financial Services 

RE: TR# 12728: 2015 Justice Assistance Grant
(JAG) award and Memorandum of
Understanding with BSO

FROM: Michael Gresek, 
Grants Administrator

Recommendation:

Please place the above referenced item on the December 9, 2015 City Commission Meeting agenda.

Issue:

The US Department of Justice (DOJ) announced the availability of grant funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) program. The JAG program provides grant funding for the enhancement of crime prevention and law enforcement programs. Tamarac is eligible for this funding through a Memorandum of Understanding (MOU) with the Broward Sheriff's Office.

Background:

The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The intent of the program is to assist local governments in the areas of crime prevention and public safety. The Bureau of Justice requires that one entity serve as lead agency for purposes of application and administration of the grant. As in the past, the Broward Sheriff's Office (BSO) has agreed to serve in this capacity for Broward County grant recipients.

The grant allocations are predetermined based on population and crime rate statistics. Tamarac is eligible for \$12,589 in JAG funding (less 7.23% provided to the county to administer the grant for a net amount of \$11,678.⁸²) and no matching funds are required. The City proposes to use the grant funds for overtime expenses related to synthetic drug investigations, education and crime reduction and preventive operations.

Specifically, the Tamarac BSO District will proactively target areas that are experiencing an increase in certain types of crimes and synthetic drug use such as Flakka. Increases in Flakka use have been recently reported in Florida, Ohio and Texas. Police in south Florida are seeing a growing number of cases of bizarre and uncontrollable behavior linked to Flakka, one of the newest chemicals in the booming category of synthetic or designer drugs.

Not only does Flakka appear to be as potent and addictive as bath salts, it can cause heart palpitations and aggressive, violent behavior known as excited delirium. Therefore, using these JAG funds for police overtime will allow command staff to assign deputies to concentrate on targeted areas of this synthetic drug use, without having to handle normal calls for service.

The goal of these operations is to reduce overall crime in Tamarac by arresting those responsible for committing crimes associated with synthetic drug use. Reducing crime will assist the City in meeting its Strategic Goal #5, providing for a "Vibrant Community". Therefore, this use of JAG funds is consistent with how JAG grant awards have been used in the past. These activities have been very successful and contribute to reducing crime in Tamarac.

Fiscal Impact:

BSO received approval of the award from DOJ, and now provides this Memorandum of Understanding (MOU) to Tamarac for execution. The attached resolution authorizes acceptance of the JAG award and execution of an MOU upon legal review. Specifically, the award is for \$12,589. As in past JAG grant MOU's, the City does not directly receive cash since the county is the lead agency administering the grant. The county is entitled to use up to 10% of the award, and is requesting 7.23% or \$910.¹⁸ to administer the grant. This provides the Tamarac District with the remaining 11,678.⁸² balance to be used for the above activities.

C: Captain Neal Glassman – BSO Tamarac, Marianela Diaz, Christine Cajuste

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT THE 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD AND EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TAMARAC AND THE BROWARD SHERIFF'S OFFICE PENDING LEGAL REVIEW; AUTHORIZING THE BROWARD SHERIFF'S OFFICE TO CONTINUE TO SERVE AS THE LEAD AGENCY PROVIDING FOR THE ADMINISTRATION OF THE 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac desires to enhance its crime prevention and law enforcement programs; and

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance provides grants for projects that will reduce crime and improve public safety; and

WHEREAS, the U.S. Department of Justice requires that one party serve as the lead agency for cities throughout Broward County for the purposes of filing the grant application and administering the grant funds as indicated in the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation attached hereto as Exhibit A and incorporated herein by this reference, commencing October 1, 2014, for the 2015-2018 fiscal years; and

WHEREAS, the City of Tamarac authorizes the Broward Sheriff's Office to continue to serve as the lead agency providing for the administration of the 2015 JAG program funds; and

October 29, 2015

WHEREAS, the Broward Sheriff's Office agrees to serve as lead agency and received notification that the City of Tamarac is eligible to receive a \$12,589.00 JAG award as indicated on the 2015 JAG Funds Allocation list attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, up to 10% of the award may be used for costs associated with administering JAG funds and BSO requests 7.23% or \$910.18 resulting in a net award of \$11, 678.82; and

WHEREAS, the Director of Financial Services and Broward Sheriff's Office Tamarac District Chief recommend acceptance of the 2015 JAG award and approval of a Memorandum of Understanding (MOU) between the Broward Sheriff's Office and the City of Tamarac attached hereto as Exhibit C and incorporated herein by this reference; 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 approve and execute an MOU for the 2015 JAG program between the City of Tamarac and the Broward Sheriff's Office pending legal review; and

WHEREAS, the City Commission of the City of Tamarac, Florida, authorizes the Broward Sheriff's Office to continue to serve as the lead agency providing for the administration of the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) funds.

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 a specific part of this Resolution.

October 29, 2015

SECTION 2: The City Commission of the City of Tamarac HEREBY accepts the 2015

Edward Byrne Memorial Justice Assistance Grant (JAG) and approves the execution of a Memorandum of Understanding (MOU) between the City of Tamarac and the Broward Sheriff's Office (BSO) pending legal review.

SECTION 3: The Broward Sheriff's Office is hereby authorized to continue to serve as the lead agency and provide for the administration of the 2015 JAG program grant.

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 AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THIS _____ DAY OF _____, 2016.

CITY OF TAMARAC FLORIDA

ATTEST:

HARRY DRESSLER, MAYOR

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

APPROVED AS TO LEGAL FORM:

MAYOR DRESSLER _____

DIST 1: COMM. BUSHNELL _____

DIST 2: COMM. GOMEZ _____

DIST 3: V/M GLASSER _____

SAMUEL S. GOREN, CITY ATTORNEY

DIST 4: COMM. PLACKO _____



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP) [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2015 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2015 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/15jagallocations.html. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

For additional eligibility information, see section [C. Eligibility Information](#).

Deadline

Applicants must register in [OJP's Grants Management System](#) (GMS) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 8:00 p.m. eastern time on June 26, 2015.

For additional information, see "[How to Apply](#)" in Section [D. Application and Submission Information](#).

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov. The [GMS](#) Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified

below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under “Experiencing Unforeseen GMS Technical Issues” in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email responsecenter@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. You may also contact your [State Policy Advisor](#).

Release date: May 12, 2015

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Edward Byrne Memorial Justice Assistance Grant (JAG)

Program: FY 2015 Local Solicitation

(CFDA #16.738)

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

Program-Specific Information

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

***Please note that JAG funding may be utilized in support of:**

- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the [FBI's UCR Redevelopment Project \(UCRRP\)](#).
- Developing or sustaining state compatible incident based reporting systems.

Goals, Objectives, and Deliverables

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and semi-annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.

- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Crime Policy](#) at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center's [What Works in Reentry Clearinghouse](#). BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense and Smart Prosecution. BJA encourages states to use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

JAG Priority Areas

BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will focus nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

Reducing Gun Violence

Gun violence has touched nearly every state, county, city, town, and tribal government in America. In an effort to address this continuing need BJA encourages states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the Federal Bureau of Investigation's (FBI) [National Instant Criminal Background Check System \(NICS\)](#) and provide active shooter response training to law enforcement officers and first responders.

While our nation has made great strides in reducing violent crime over the last decade, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA's longstanding commitment to support effective strategies to reduce violent crime, BJA launched the [Violence Reduction Network](#). By the end of FY 2015, 10 VRN sites, working with a broad network of federal, state, and local partners will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in those communities. SAAs and localities with VRN sites are strongly

encouraged to join the VRN and help address funding gaps in violence reduction efforts in those communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Over the past several years, law enforcement agencies across the country have begun equipping their officers with body-worn cameras (BWCs). The important benefits of BWCs, and the challenges in implementing BWC programs, are highlighted in several recent publications: see the Office of Justice Programs' Diagnostic Center report [Police Officer Body-Worn Cameras: Assessing the Evidence](#), and the COPS Office and Police Executive Research Forum paper, [Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned](#).

JAG funding is an important potential source of funding for law enforcement agencies implementing new BWC programs or enhancing existing programs. JAG funds may be used to purchase BWCs and for costs associated with the BWC program, such as storage and policy development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT) or their "less than \$10,000" funding that is added into the state award to set aside funds to assist small departments in implementing BWC programs.

Agencies using JAG funds to purchase BWC equipment or to implement or enhance BWC programs should, as a best practice, have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. Officers, prosecutors, defenders, victims and privacy advocates, and community groups should be consulted early in the BWC policy development process to guide and inform policy and procurement decisions. BJA plans to release a BWC Toolkit and web site in spring 2015 that will share model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Recidivism Reduction, Pretrial Reform, and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision of non-violent offenders coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pretrial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts.

Another promising approach to justice systems reform is the [Justice Reinvestment Initiative](#) (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 17 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvesting in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's [Justice Reinvestment Initiative State Assessment Report](#).)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community, as

indigent defense reform continues to be a concern that needs to be addressed across the nation. In 2002, the American Bar Association (ABA) published [Ten Principles of a Public Defense Delivery System](#) which represent fundamental building blocks for implementing quality legal representation for indigent defendants.

Improving Mental Health Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See [Adults with Behavioral Health Needs under Correctional Supervision](#).) BJA provides technical assistance to states with increasing access to health care benefits. Information can be found at: www.bjatrain.org.

B. Federal Award Information

BJA estimates that it will make up to 1,100 Local and 56 State/Territory awards totaling an estimated \$255.7 million.

Awards of at least \$25,000 are 4 years in length, and award periods will be from October 1, 2014 through September 30, 2018. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and award periods will be from October 1, 2014 through September 30, 2016. Extensions of up to 2 years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Type of Award¹

BJA expects that it will make any award from this solicitation in the form of a grant.

JAG awards are based on a statutory formula as described below:

¹ See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements (a type of grant)).

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Financial Management and System of Internal Controls

If selected for funding, the award recipient must:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

(c) Evaluate and monitor the non-federal entity's compliance with statute, regulations and the terms and conditions of federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available [here](#).

Budget Information

Administrative Funds – A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

Disparate Certification – A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Supplanting – Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

Leveraging of Grant Funds – Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Trust Fund – Units of Local government may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

Prohibited and Controlled Uses – JAG funds may only be expended within the JAG purpose areas. Within these purpose areas JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. In addition, JAG funds may not be used directly or indirectly to purchase items listed at: www.bja.gov/Funding/JAGControlledPurchaseList.pdf.

This JAG controlled purchase list represents a combination of BJA controlled items and those controlled under the Executive Order on “Federal Support for Local Law Enforcement Equipment Acquisition” that was signed on January 16, 2015. Pursuant to Executive Order 13688 (Federal Support for Local Law Enforcement Equipment Acquisition), a federal inter-agency working group has been charged with, among other things, ‘developing a consistent Government-wide list of controlled equipment allowable for acquisition by LEAs, as well as a list of those items that can only be transferred with special authorization and use limitations.’ The working group’s recommendations, which are due to be delivered to the President in mid-May, may alter the BJA controlled items list. Grantees are reminded that they must follow the most current version of the controlled items list in order to purchase the equipment.

No items on this list can be purchased without first submitting a detailed justification that supports the need for this equipment. Applicants must show both extraordinary and exigent circumstances that require the purchase of such equipment. Upon approval from the BJA Director, this equipment may be purchased with JAG funds. Grantees are **strongly encouraged** to submit this justification at the time of application. In particular, any justification that cannot show the exigent nature of the purchase and why it could not be submitted at time of application will not be approved.

Please note that the Controlled Equipment List also includes items that are strictly prohibited under JAG.

Additional information on JAG controlled and prohibited items, along with the process for requesting a waiver to obtain BJA certification for any controlled item, can be found within the JAG FAQs: www.bja.gov/Funding/JAGFAQ.pdf.

Cost Sharing or Match Requirement

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-Agreement Cost Approvals

OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee’s approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP’s consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the [Financial Guide](#), for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully – before submitting an application – the OJP policy and guidance on conference approval, planning, and reporting available at www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative

agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in the [OJP Funding Resource Center](#).

Other JAG Requirements

Body Armor Certification

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.
- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).
- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.
- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2015 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the Authorized Representative and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1-877-758-3787.

A copy of the certification related to the mandatory wear can be found at:
www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Interoperable Communications

Grantees (including subgrantees) that are using FY 2015 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:

- Compliance with [the FY 2015 SAFECOM Guidance on Emergency Communications Grants](#) (including provisions on technical standards that ensure and enhance interoperable communications).
- Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.
- Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov.
- All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

JAG Showcase

The [JAG Showcase](#) was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new [BJA Success Story web page](#). This web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. If you have a JAG Success Story you would like to submit, sign in to your [My BJA account](#) to access the Success Story Submission form. If you do not have a [My BJA account](#), please [Register](#). Once you register, one of the available areas on your *My BJA* page will be "*My Success Stories*." Within this box, you will see an option to add a *Success Story*.

Once reviewed and approved by BJA, all success stories will appear on the [BJA Success Story web page](#).

C. Eligibility Information

For eligibility information, please see the Title Page.

Cost Sharing or Match Requirement

For additional information on cost sharing or match requirement, see Section [B. Federal Award Information](#).

Limit on Number of Application Submissions

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see [How to Apply](#).

D. Application and Submission Information

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the "Note on File Names and File Types" under [How to Apply](#) to be sure applications are submitted in permitted formats.

Refer to the BJA Grant Writing and Management Academy and OJP's Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Resumes”) for all attachments. Also, OJP recommends that applicants include resumes in a single file.

Failure to submit the required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant’s profile to populate the fields on this form.

Intergovernmental Review: This funding opportunity is subject to [Executive Order 12372](#). Applicants may find the names and addresses of their state’s Single Point of Contact (SPOC) at the following web site: www.whitehouse.gov/omb/grants_spoc/. Applicants whose state appears on the SPOC list must contact their state’s SPOC to find out about, and comply with, the state’s process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state’s E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

2. Project Abstract

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be—

- Written for a general public audience and submitted as a separate attachment with “Project Abstract” as part of its file name.
- Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, and a description of the project strategy, any significant partnerships and anticipated outcomes.
- Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

A plan for collecting the data required for this solicitation's performance measures should also be included. To assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.**

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the [OJP Funding Resource Center](http://www.ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm) Web page (www.ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm). Applicants whose proposals may involve a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that Web page.

4. Budget Detail Worksheet and Budget Narrative

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

For questions pertaining to budget and examples of allowable and unallowable costs, see the Financial Guide at www.ojp.gov/financialguide/index.htm.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project

activities). This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas.

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [Financial Guide](#).

d. Pre-Agreement Costs

For information on pre-agreement costs, see “Pre-Agreement Cost Approvals” under Section [B. Federal Award Information](#)

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs are allowed only if the applicant has a current federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant’s accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the “Glossary of Terms” in the [Financial Guide](#). For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

6. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action

without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe's governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, *BJA* will make use of and access to funds contingent on receipt of the fully-executed legal documentation.

7. Applicant Disclosure of High Risk Status

Any applicants currently designated as high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

8. Additional Attachments

a. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body of the state, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (**provide means of**

notification); or the application has not yet been made available for public review/comment.

b. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

c. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to State agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same

project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.”).

d. Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

i. For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and sub-recipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or sub-recipients responsible for the research and evaluation or on the part of the applicant organization;

OR

b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or sub-recipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative

explanation of how and why it reached that conclusion. Applicants **MUST** also include an explanation of the specific processes and procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

- b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

Considerations in assessing research and evaluation independence and integrity will include, but are not be limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

9. Financial Management and System of Internal Controls Questionnaire

In accordance with [2 CFR 200.205](#), Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, **all** applicants (other than an individual) are to download, complete, and submit this [form](#).

10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities ([SF-LLL](#)).

How to Apply

Applicants must submit applications through the [Grants Management System \(GMS\)](#), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register promptly**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. Applicants that experience technical difficulties during this process should e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday – Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

OJP may not make a federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

1. Acquire a Data Universal Numbering System (DUNS) number. In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. Acquire registration with the System for Award Management (SAM). SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Information about SAM registration procedures can be accessed at www.sam.gov.

3. Acquire a GMS username and password. New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](http://www.gms.gov) home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt.

4. Verify the SAM (formerly CCR) registration in GMS. OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

5. Search for the funding opportunity on GMS. After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and the **FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**.

6. Register by selecting the “Apply Online” button associated with the funding opportunity title. The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.

7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on “File Names and File Types” under [How to Apply](#).

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must contact the [GMS Help Desk](#) or the [SAM Help Desk](#) to report the technical issue and receive a tracking number. Then the applicant must e-mail the BJA contact identified in the Contact Information section of this solicitation **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant’s request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time
- Failure to follow GMS instructions on how to register and apply as posted on the GMS web site
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant’s computer or information technology environment, including firewalls

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page at

www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm.

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to ensure statutory requirements have been met.

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:

1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-federal entities

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

OJP award notification will be sent from GMS. Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its [Solicitation Requirements](#) page of the [OJP Funding Resource Center](#) webpages.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of the [OJP Funding Resource Center](#) and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
- [Standard Assurances](#)

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements² with which recipients of federal funding must comply; uniform administrative requirements, cost principles,

² See generally 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 (FFATA)).

and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones, or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's [Mandatory Award Terms and Conditions](#) page of the [OJP Funding Resource Center](#).

General Information about Post-Federal Award Reporting Requirements

Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with 2 CFR Part 200, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

G. Federal Awarding Agency Contact(s)

For additional Federal Awarding Agency Contact(s), see Title Page.

For additional contact information for GMS, see the Title page.

H. Other Information

Provide Feedback to OJP

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to ojppeerreview@lmbps.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see page 21)
- _____ Acquire or renew registration with SAM (see page 21)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 21)
- _____ For existing users, check GMS username and password* to ensure account access (see page 21)
- _____ Verify SAM registration in GMS (see page 21)
- _____ Search for correct funding opportunity in GMS (see page 21)
- _____ Select correct funding opportunity in GMS (see page 21)
- _____ Register by selecting the “Apply Online” button associated with the funding opportunity title (see page 21)
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 22)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

- _____ Review [Solicitation Requirements](#) webpage in the OJP Funding Resource Center.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2015 JAG Allocations List as listed on BJA's [JAG web page](#)

Eligibility Requirement:

- _____ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA's [JAG web page](#)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 14)
- _____ Project Abstract (see page 14)
- _____ Program Narrative (see page 14)
- _____ Budget Detail Worksheet (see page 15)
- _____ Budget Narrative (see page 15)
- _____ Read OJP policy and guidance on conference approval, planning, and reporting

available at

www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm

(see page 10)

- _____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 20)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 16)
- _____ Tribal Authorizing Resolution (if applicable) (see page 16)
- _____ Applicant Disclosure of High Risk Status (see page 16)
- _____ Additional Attachments
 - _____ Review Narrative (see page 17)
 - _____ Strategic Plan (see page 18)
 - _____ Applicant Disclosure of Pending Applications (see page 18)
 - _____ Research and Evaluation Independence and Integrity (see page 19)
- _____ Financial Management and System of Internal Controls Questionnaire (if applicable) (see page 20)

JAG Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to BSO.

2. The BSO shall then disperse the funds to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, the BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services.
3. Each party shall be responsible for submitting its own application for their individual JAG Program to the Broward Sheriff's Office. The Broward Sheriff's Office, Grants Management Office will prepare the single application to include the Program Narrative and Budget Narrative, and shall submit the application to the Department of Justice.

The grant award to each party is as follows:

Jurisdiction Name	Formula-Based Award	Less 7.23 % Indirect Cost Allocation
Broward Sheriff's Office	\$20,828.00	\$19,322.14
City of Coral Springs	\$16,068.00	\$14,906.28
City of Dania Beach	\$13,252.00	\$12,293.88
Town of Davie	\$23,621.00	\$21,913.20
City of Deerfield Beach	\$23,598.00	\$21,891.86
City of Fort Lauderdale	\$104,462.00	\$96,909.40
City of Hallandale Beach	\$20,233.00	\$18,770.15
City of Hollywood	\$46,303.00	\$42,955.29
City of Lauderdale Lakes	\$23,209.00	\$21,530.99
City of Lauderhill	\$38,590.00	\$35,799.94
City of Miramar	\$34,950.00	\$32,423.12
City of North Lauderdale	\$14,511.00	\$13,461.85
City of Oakland Park	\$21,881.00	\$20,299.00
City of Pembroke Pines	\$18,837.00	\$17,475.08
City of Plantation	\$20,165.00	\$18,707.07
City of Pompano Beach	\$63,996.00	\$59,369.09
City of Sunrise	\$17,487.00	\$16,222.69
City of Tamarac	\$12,589.00	\$11,678.82
TOTAL	\$534,580.00	Award Less Amount of Indirect Cost \$495,929.85

**2015 EDWARD BYRNE JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter “participating agencies”):

Broward Sheriff's Office (BSO)	City of Hollywood	City of Pembroke Pines
City of Coral Springs	City of Lauderdale Lakes	City of Plantation
City of Dania Beach	City of Lauderhill	City of Pompano Beach
Town of Davie	City of Miramar	City of Sunrise
City of Deerfield Beach	City of North Lauderdale	City of Tamarac
City of Fort Lauderdale	City of Oakland Park	
City of Hallandale Beach		

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a “disparate” County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Justice Assistance Grant (hereinafter “JAG”); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, the BSO has been selected as through this MOU, to administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program.

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

Purpose

This MOU establishes the relationship between the parties for participation in the FY 2015 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2015-DJ-BX-1021).

Procedures

1. The Broward Sheriff's Office (BSO) will serve as the lead agency and grant administrator for the agencies in Broward County, Florida participating in the

JAG Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to BSO.

2. The BSO shall then disperse the funds to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, the BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services.
3. Each party shall be responsible for submitting its own application for their individual JAG Program to the Broward Sheriff's Office. The Broward Sheriff's Office, Grants Management Office will prepare the single application to include the Program Narrative and Budget Narrative, and shall submit the application to the Department of Justice.

The grant award to each party is as follows:

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City of North Lauderdale	\$14,511.00	\$13,461.85
City of Oakland Park	\$21,881.00	\$20,299.00
City of Pembroke Pines	\$18,837.00	\$17,475.08
City of Plantation	\$20,165.00	\$18,707.07
City of Pompano Beach	\$63,996.00	\$59,369.09
City of Sunrise	\$17,487.00	\$16,222.69
City of Tamarac	\$12,589.00	\$11,678.82
TOTAL	\$534,580.00	Award Less Amount of Indirect Cost \$495,929.85

Term and Termination

1. This MOU shall remain in effect from October 1, 2014 through September 30, 2018, and its continuation shall be subject to the availability of necessary funding from the JAG Program.
2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to all other participating agencies.
3. This MOU may be terminated upon the written consent of all parties to this MOU.

Amendments

This MOU may be modified at any time upon the written agreement of all of the participating agencies.

Insurance and Indemnification

1. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide BSO within thirty (30) days of entering this Agreement with proof of insurance if requested.
2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections.

Guidelines

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable.

Records

- a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

- b. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow BSO access to such records upon request.
- c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to BSO, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by BSO. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
- d. Upon reasonable notice, the participating agency shall provide BSO with any additional documentation, information, or reports as may be required by BSO.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2015 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: Scott J. Israel
Scott J. Israel, Sheriff

Date: 10/16/15

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: [Signature]
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

[Signature]

Date: 10/15/15

2015 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

CITY OF TAMARAC

Authorized Representative

Date: _____

Printed Name

Title

Approved as to form and legal
sufficiency subject to execution
by the parties:

By: _____
City Attorney

Date: _____

2015 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF
UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s)
shown below.

CITY OF TAMARAC

Authorized Representative

Date: _____

Printed Name

Title

Approved as to form and legal
sufficiency subject to execution
by the parties:

By: _____
City Attorney

Date: _____



Title - TR12737 - Ronald L. Book Lobbyist Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, approving Amendment #13 to the Agreement between the City of Tamarac and Ronald L. Book, P.A. for Lobbying Services, extending the Agreement for one year through January 26, 2017, at a cost not to exceed Fifty-Nine Thousand Four Hundred Dollars (\$59,400) per year; authorizing the appropriate City Officials to execute the Amendment to the Agreement for Lobbying Services; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

City-wide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12737 Ronald L. Book Memo	12/10/2015	Cover Memo
▣ TR 12737 Ronald L. Book Resolution	12/10/2015	Resolution
▣ TR 12737 Ronald L. Book Amendment #13	12/10/2015	Exhibit
▣ TR 12737 Ronald Book Agreement	12/10/2015	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE**

**TO: MICHAEL C. CERNECH,
CITY MANAGER**

DATE: DECEMBER 7, 2015

**FROM: DIANE PHILLIPS,
ASSISTANT CITY MANAGER**

**RE: AGREEMENT FOR LOBBYIST
SERVICES/TR12737**

Recommendation:

Place the above referenced item on the agenda for the January 13, 2016 Regular City Commission Meeting.

Issue:

Approval of Amendment #13 to the agreement for Lobbyist Services between the City of Tamarac and Ronald L. Book, P.A.

Background:

In September 2002 the City entered into a contract for lobbyist services with Ronald L. Book. The agreement was subsequently amended on an annual basis. The terms of the existing agreement provide that Mr. Book will;

- contact and communicate with agencies and officers of Federal State and Local government as directed by City Manager or designee
- establish and maintain liaisons with Federal State and Local agencies, officers and elected officials
- obtain and provide information relating to all matters concerning the specific interests of the City of Tamarac and recommend action as necessary
- monitor Federal and State legislation and rule-making processing by Federal and State agencies (whether pending, introduced or initiated during the term of this contract) which impact the operation, revenues and/or required expenditures of the City
- act as an official representative of the City with members of the Federal and State delegations, governmental agencies and persons involved in governmental affairs affecting the City as directed and authorized by City Manager or designee
- arrange meetings with legislators as necessary, and participate in said meetings as required
- lobby on behalf of City-sponsored legislation and on specific bills and issues as directed by City Manager or designee
- assist the City of Tamarac in identifying funding opportunities
- assist the City of Tamarac in obtaining Federal and State permits and appropriations

Since the onset of the contract, Mr. Book has assisted in securing State level appropriations, lobbied on behalf of the City based on Commission priorities, and apprised the City regarding pertinent bills and issues as they arise throughout the legislative session.

The proposed Amendment #13 provides for the continuation of Mr. Book's services under the existing contract terms and conditions and at the current contract cost of \$59,400 per year, for an additional one year period.

Fiscal Impact:

Approval of the resolution and subject Amendment #13 provides for continuation of services through January 26, 2017. Funds for lobbyist services are included in the FY16 adopted budget.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; APPROVING AMENDMENT #13 TO THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND RONALD L. BOOK, P.A., FOR LOBBYING SERVICES, EXTENDING THE AGREEMENT FOR ONE YEAR THROUGH JANUARY 26, 2017, AT A COST NOT TO EXCEED FIFTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$59,400.00) PER YEAR; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AMENDMENT TO THE AGREEMENT FOR LOBBYING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Commission has expressed its interest in retaining the services of a qualified professional lobbyist to represent the City of Tamarac's legislative, administrative and funding interests at the Federal, State and Local levels; and

WHEREAS, the City of Tamarac entered into an Agreement with Ronald L. Book, P.A. on September 11, 2002, (a copy of said agreement is on file in the office of the City Clerk), providing for said lobbying services for a one (1) year period; and

WHEREAS, the City of Tamarac has amended the Agreement annually providing for continuation of lobbying services; and

WHEREAS, the existing agreement is in effect through January 26, 2016 and provides that the parties may terminate, renew and/or renegotiate the agreement; 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 and execute Amendment #13 to the Agreement between the City of Tamarac and Ronald L. Book, P.A. providing for Lobbying Services at a cost not to exceed \$59,400 extending the agreement through January 26, 2017, attached hereto as Exhibit "A".

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 are incorporated herein and made a specific part of this Resolution.

SECTION 2: The appropriate City Officials hereby approve Amendment #13 to the Agreement between the City of Tamarac and Ronald L. Book, P.A., providing for lobbying services at a cost not to exceed \$59,400, extending the agreement through January 26, 2017.

SECTION 3: The appropriate City Officials are hereby authorized to execute the Amendment to the Agreement for Lobbying Services between the City of Tamarac and Ronald L. Book P.A., attached hereto as Exhibit "A".

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 _____, 2016.

HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
City Clerk

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

SAMUEL S. GOREN
City Attorney

**AMENDMENT #13
TO AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
RONALD L. BOOK, P.A.**

The CITY OF TAMARAC ("City") and RONALD L. BOOK, P.A., a Florida corporation, with principal offices located at 2999 N.E. 191 Street, PH6, Aventura, Florida, 33180 ("Consultant") agree to execute Amendment #13 to the original Agreement dated September 11, 2002 providing for Lobbying Services as follows:

1. Per the terms of Section 3 of the original Agreement dated September 11, 2002, as amended by the City Commission on August 27, 2003, August 25, 2004, September 11, 2005, September 13, 2006, September 27, 2007, September 10, 2008 January 27, 2010, January 26, 2011, January 11, 2012, January 26, 2013, January 26, 2014, January 26, 2015 and January 26, 2016 the City and Consultant agree to exercise the renewal option for a term effective January 27, 2016 through January 26, 2017.

* * *

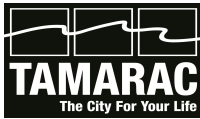
2. Section 3 of the agreement shall be amended as follows:

3) Time of Commencement and Performance Evaluation

The term of this Agreement shall be January 27, 2016 through January 26, 2017. Upon expiration of this term, the parties may choose to terminate, renew and/or re-negotiate the Agreement by written agreement signed by the parties hereto for a term to be set in the renewal agreement.

* * *

All other provisions of the original Agreement, as amended, remain in effect as written.



IN WITNESS WHEREOF, the parties have made and executed this Amendment to Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, Ronald L. Book, P.A., duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia Teufel, CMC
City Clerk

Date

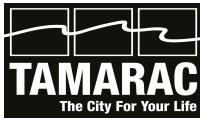
Date

Approved as to form and legal sufficiency:

Samuel S. Goren, City Attorney

Date

ATTEST:



Signature of Consultant

Signature

Type/Print Name of Consultant

Type/Print Name

Date

(CORPORATE SEAL)

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 RONALD L. BOOK, an individual, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he 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.

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND

RONALD L. BOOK, P.A.

THIS AGREEMENT is made and entered into this 11th day of September, 2002 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Avenue, Tamarac, Florida 33321 (the "City") and Ronald L. Book, P.A. a Corporation with principal offices located at 2999 NE 191 Street, PH 6, Aventura, Florida 33180 (the "Consultant") to provide for Lobbyist Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract, specifications, all addenda issued prior to, 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 the Agreement or repeated therein.

2) Scope of Work

Working in consultation and conjunction with the City Manager and/or his designee, the following are areas of general responsibility for the lobbyist:

- a. Contact and communicate with agencies and officers of Federal and State government as directed by City Manager.
- b. Establish and maintain liaisons with Federal and State agencies, officers and elected officials.
- c. Obtain and provide information and data relating to all matters concerning the specific interests of the City of Tamarac.
- d. Monitor Federal and State legislation and rule-making processing by Federal and State agencies (whether pending, introduced or initiated during the term of this contract) which impact the operation, revenues and/or required expenditures of the City as discovered by the Proposer or as directed by City Manager.

- e. Act as an official representative of the City with members of the Federal and State delegations, governmental agencies and persons involved in governmental affairs affecting the City as directed and authorized by City Manager.
- f. Arrange meetings with Federal and State legislators for City Commissioners and City staff as necessary, and be prepared to participate in said meetings as required.
- g. Lobby on behalf of City-sponsored legislation and on specific bills and issues as directed by City Manager.
- h. Assist the City of Tamarac in identifying funding opportunities.
- i. Assist the City of Tamarac in obtaining Federal and State permits and appropriations.
- j. Submit monthly reports to City Manager that reflect progress toward accomplishing the objectives of the City. During the legislative sessions, weekly reports will be required unless City Manager determines otherwise.
- k. Appear before the City Commission during a regularly scheduled workshop, to report on legislative activity, at least once per quarter or as directed by the City Manager.
- l. Provide specific recommendations on Federal and State legislative and administrative action.

3) Time of Commencement and Performance Evaluation

The term of this Agreement shall be for one year beginning upon approval and execution by the City Commission. Upon expiration of this term, the parties may choose to terminate, renew and/or re-negotiate the Agreement by written agreement signed by the parties hereto for a term to be set in the renewal agreement.

Thirty days prior to renewal or at a specific date and time determined by the City, the Consultant will present a report outlining specific accomplishments, which were of benefit to the City during the preceding contract term and expectations for future year accomplishments. The annual performance evaluation process will incorporate this information as well as the quality and timeliness of reports as outlined in Paragraph 2.

If the results of the Performance Evaluation are positive, the City of Tamarac Commission may consider an increase in compensation to take effect in the renewal Agreement.

4) Contract Sum

Consultant shall perform the services described in Paragraph 2. Upon satisfactory performance of said services described in Paragraph 2, the City will pay Consultant an amount of Thirty-Five Thousand and no/100----(\$35,000.00) annually, payable in eleven monthly installments of \$2,916.66 with a final installment of \$2,916.74.

5) Payments

Payment will be made monthly upon completion, delivery, and acceptance by the City of the written report as detailed in Paragraph 2 and submission of an invoice for said report. Consultant shall not incur costs for performance of services under this Agreement in excess of said amount without the prior written authorization of the City Manager or designee.

6) Insurance

Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as required by the City's Risk and Safety Officer 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. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide to the City's Risk and Safety Officer certificates of all insurances required under this section prior to beginning any work under this Agreement. The Consultant will ensure that all subconsultants comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such insurance. Consultant's Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies.

7) Indemnification

The Consultant 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 the work performed by the Consultant or its officers, employees, agents, subConsultants, or independent Consultants, excepting only such 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.

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.

8) Non-Discrimination

The Consultant agrees not to discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Consultant further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

9) Independent Consultant

Consultant is an independent Consultant under this Agreement. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

10) Assignment and Subcontracting

Consultant 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.

11) 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, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the same address.

CONSULTANT

Ronald L. Book, P.A.
2999 NE 191 Street, PH 6
Aventura, Florida 33180

12) Termination

This Agreement may be terminated by City or Consultant for cause or by the City for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the City against loss pertaining to this termination.

13) 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.

14) 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.

15) Signatory Authority

The Consultant shall provide the City with copies of requisite documentation evidencing that the signatory for Consultant has the authority to enter into this Agreement.

16) Severability; Waiver of Provisions

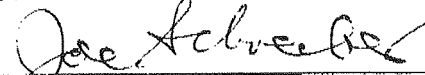
Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The nonenforcement 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.

17) Merger; Amendment

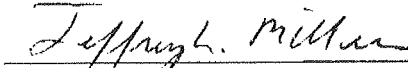
This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Tamarac, through its Mayor and Ronald L. Book duly authorized to execute same.

CITY OF TAMARAC

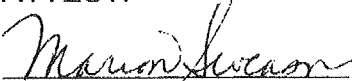

Joe Schreiber, Mayor

Date: 9/18/02


Jeffrey L. Miller, City Manager

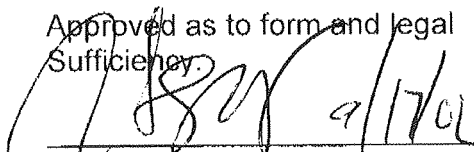
Date: 9/18/02

ATTEST:


Marion Swenson, CMC
City Clerk

Date: 9/19/02

Approved as to form and legal
Sufficiency


Mitchell S. Kraft, City Attorney



Title - TR12736 - Citywide Buffer Wall Phase IIB Expansion

A Resolution of the City Commission of the City of Tamarac, Florida, to authorize and approve amending Task Authorization No. 16-02E in the amount of \$19,870.00 to provide additional professional engineering services for the design and permitting of the Citywide Buffer Wall Project, Phase IIB expanded areas, which is generally located along Commercial Boulevard between Rock Island Road and NW 64th Avenue, in accordance with the City's Continuing Service Agreement as authorized by Resolution R-2011-87; authorizing an expenditure for said purpose in an amount not to exceed \$165,467.50; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s):

District 1

District 2

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12736 MEMO	12/10/2015	Cover Memo
▣ TR 12736 RESOLUTION	12/10/2015	Resolution
▣ TR 12736 EXHIBIT 1	12/10/2015	Exhibit
▣ TR 12736 EXHIBIT 2	12/10/2015	Exhibit
▣ TR 12736 - RESO R-2015-104	12/10/2015	Backup Material

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

TO: Michael C. Cernech, City Manager DATE: December 8, 2015

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



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

**RE: Temp. Reso. #12736– Additional
Engineering Services For
Citywide Buffer Wall Project,
Phase IIB – January 13, 2016,
Commission Meeting Agenda**

Recommendation

The Assistant Director of Public Works/City Engineer recommends that the City Commission authorize and approve amending Task Authorization 16-02E and approve an additional expenditure in an amount not to exceed \$19,870.00 for additional professional engineering and permitting services for the Citywide Buffer Wall Project, Phase IIB for expanded areas, which is generally located along Commercial Boulevard between Rock Island Road and NW 64th Avenue, which increases the total project budget from \$145,597.50 to \$165,467.50; and that this item be added to the January 13, 2016 Agenda.

Issue

Authorization of an additional expenditure in an amount not to exceed \$19,870.00 to provide additional professional engineering and permitting services for the Citywide Buffer Wall Project, Phase IIB expanded areas, which increases the total project budget from \$145,597.50 to \$165,467.50.

Background

On October 28, 2015, via Resolution R-2015-104, the City of Tamarac City Commission authorized the Citywide Buffer Wall Phase IIB Project in an amount not to exceed \$145,597.50. The approved Task Authorization No. 16-02E included approximately 5,000 Linear Feet of a precast system buffer wall, together with associated landscaping and irrigation improvements. The design elements for this task included concrete foundations, retaining walls, concrete columns and precast wall panels, together with associated landscaping, pavement marking, hardscape and irrigation improvements.

Upon approval of Resolution R-2015-104, it was determined to be desirable to add approximately 1,100 LF of a precast system buffer wall, which included the design and construction of a neighborhood buffer wall expanding the previously approved Phase IIB.

The original Phase IIB Project was generally located along Commercial Boulevard between Rock Island Road and NW 64th Avenue. The additional project locations include approximately 580 LF of buffer walls along the north side of Commercial Boulevard from west of NW 58th Way to east of NW 57th Way; and a buffer wall extending north approximately 530 LF on Rock Island Boulevard at Commercial Boulevard. Per this proposed Resolution, Phase

IIB of the Citywide Buffer Wall Project would include approximately 6,100 LF of buffer walls. For a detailed map highlighting the previously approved and proposed buffer walls, see Exhibit 1 to Temporary Resolution No. 12736.

The project schedule will remain the same with a total duration of 240 days, which includes design, permitting, and bid specifications.

Fiscal Impact

The Stantec Consulting Services Inc. Proposal (Task Authorization No. 16-02E) is for an amount not-to-exceed \$19,870.00. Funding in an amount not-to-exceed \$19,870.00 is currently available in the FY14 Capital Improvement Project #GP14K, Account #315-5020-539.6315.

Per the table listed below, including the additional project expansion, the total budget for the Citywide Buffer Wall Phase IIB would total an amount not to exceed \$165,467.50.

Project Phase IIB Services	Cost (not to exceed)
Original (Approved via R-2015-104)	\$ 145,597.50
Proposed Project Expansion	\$ 19,870.00
Total Phase IIB Project Budget	\$ 165,467.50

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2016_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, TO AUTHORIZE AND APPROVE AMENDING TASK AUTHORIZATION NO. 16-02E IN THE AMOUNT OF \$19,870.00 TO PROVIDE ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PERMITTING OF THE CITYWIDE BUFFER WALL PROJECT, PHASE IIB EXPANDED AREAS, WHICH IS GENERALLY LOCATED ALONG COMMERCIAL BOULEVARD BETWEEN ROCK ISLAND ROAD AND NW 64TH AVENUE, IN ACCORDANCE WITH THE CITY'S CONTINUING SERVICE AGREEMENT AS AUTHORIZED BY RESOLUTION R-2011-87; AUTHORIZING AN EXPENDITURE FOR SAID PURPOSE IN AN AMOUNT NOT TO EXCEED \$165,467.50; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the recently completed Major Arterial Corridor Study it was determined that the City will move forward with the Buffer Wall component of the Study, which includes the design and construction of neighborhood buffer wall treatments for various parts of the City; and

WHEREAS, the Citywide Buffer Wall Project along Commercial Boulevard between Rock Island Road and NW 64th Avenue is considered Phase IIB of this program; and

WHEREAS, the City of Tamarac desires to develop detailed engineering plans for the Citywide Buffer Wall Project, Phase IIB which is generally located along

Commercial Boulevard between Rock Island Road and NW 64th Avenue; and

WHEREAS, after City Commission has approved Citywide Buffer Wall, Phase IIB Project on October 28, 2015 under Resolution No. R-2015-104, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, the City has added approximately 1,100 Linear Feet of a precast system buffer wall, together with associated landscaping and irrigation improvements, and the revised location map attached hereto as Exhibit "1"; and

WHEREAS, the design element for Task Authorization No. 16-02E include; concrete foundations, retaining walls, concrete columns and precast wall panels, together with associated landscaping, hardscape and irrigation improvements; and

WHEREAS, the City requires the services of a consulting firm knowledgeable in buffer wall and landscaping design and permitting; and

WHEREAS, Stantec Consulting Services, Inc. has submitted a detailed proposal in an amount not to exceed \$19,870.00, attached hereto as Exhibit "2", incorporated herein and made a specific part of this Resolution; and

WHEREAS, the proposal for this work describes all tasks to be performed in accordance with Article I, "Scope of Work", of the City of Tamarac Continuing Engineering Services Agreement as authorized by Resolution R-2011-87 dated August 24, 2011, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, Stantec Consulting Services, Inc. has been pre-qualified to provide

professional engineering services by the City of Tamarac as authorized by Resolution R-2011-87 and the associated Continuing Engineering Services Agreement dated August 24, 2011; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Financial Services and the Purchasing and Contracts Manager that the Amendment to Task Authorization No. 16-02E from Stantec Consulting Services, Inc. be authorized and approved; 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 amend Task Authorization No. 16-02E with Stantec Consulting Services, Inc. in the amount of \$19,870.00 to provide additional professional engineering services for the design and permitting of the Citywide Buffer Wall Project, Phase IIB expanded areas which increases the Task Authorization No. 16-02E from \$145,597.50 to \$165,467.50.

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 City Commission HEREBY authorizes City Staff to amend Task Authorization 16-02E by \$19,870.00 for a total Task Authorization No. 16-02E not to exceed amount of \$165,467.50 for additional engineering and permitting services for the City Wide Buffer Wall Project, Phase IIB for expanded areas per the Proposal attached hereto as Exhibit "2", incorporated herein and made a specific part of this Resolution.

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 _____, 2016.

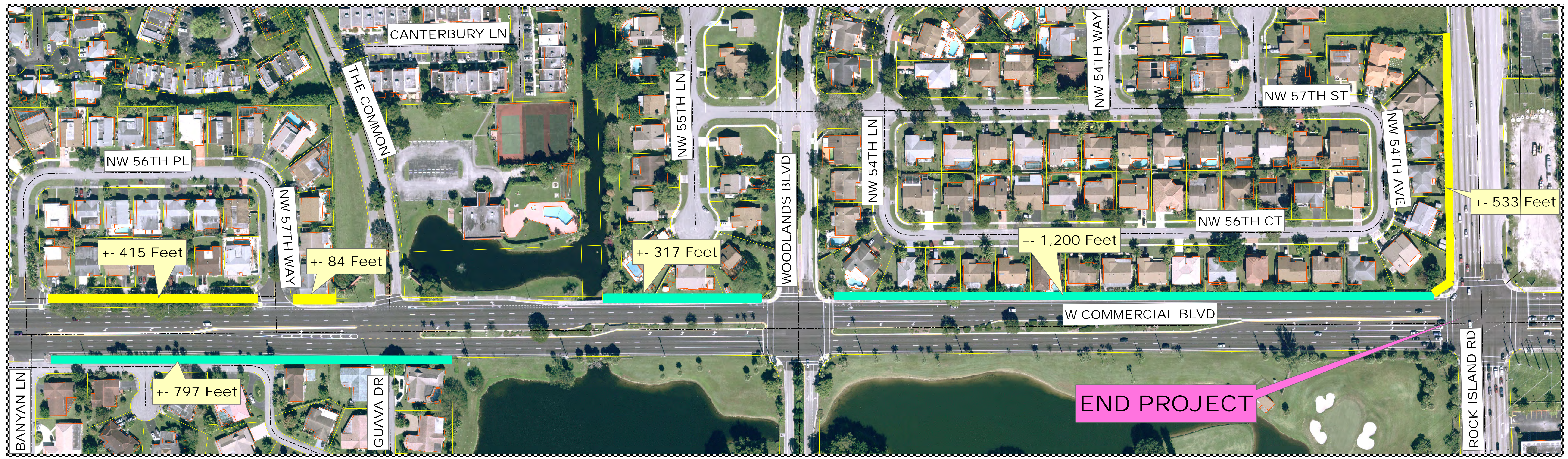
HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

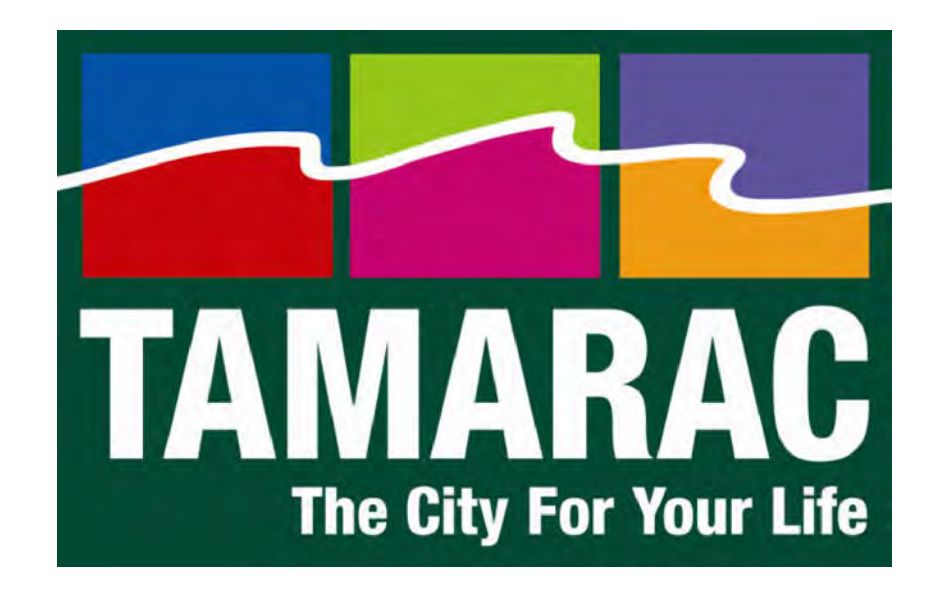
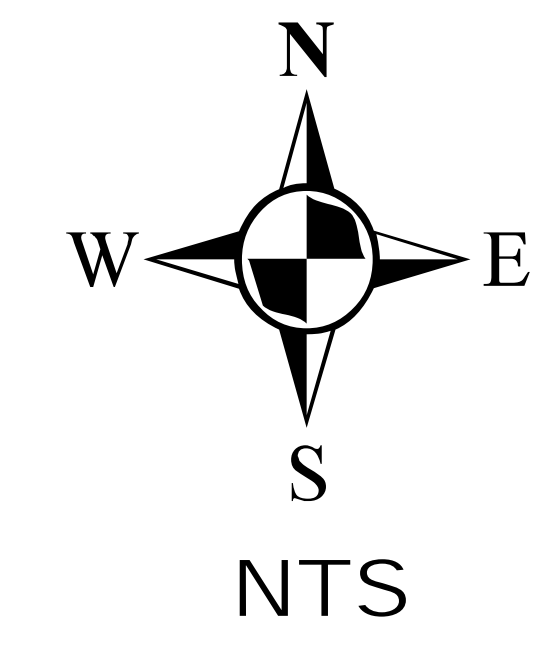


COMMERCIAL BLVD BUFFER WALL
FROM NW 64TH AVE TO ROCK ISLAND RD

LEGEND

New Location +/- 1,112 Feet

+/- 4,747 Feet





Stantec Consulting Services Inc.
21301 Powerline Road Suite 311, Boca Raton FL 33433-2305

November 20, 2015

Mr. John E. Doherty, P.E.
Assistant Director of Public Works/City Engineer
Public Services Department
6011 Nob Hill Road, Second Floor
Tamarac, FL 33321

**Re: Commercial Boulevard Buffer Walls – Phase IIB Additional Services
City's Task Authorization Number: 16-02E**

Dear John:

In accordance with the terms and conditions of the consulting agreement between the City of Tamarac (hereinafter referred to as the "City" or "Client") and Stantec Consulting Services, Inc., (hereinafter referred to as "Consultant", "We" or "Stantec"), dated August 24, 2011, we are pleased to provide this proposal in support of the Commercial Boulevard Buffer Walls – Phase IIB Additional Services project.

I have attached a scope and fee for your review and approval. We look forward to the opportunity of working with you on this important project.

Cordially,

Stantec Consulting Services, Inc.

A handwritten signature in blue ink, appearing to read "T. Glunt", is written over the printed name and title.

Terrance N. Glunt, P.E.
Principal

Enclosures

Exhibit "A"

Commercial Boulevard Buffer Walls – Phase IIB Additional Services Task Authorization No. 16-02E

GENERAL DESCRIPTION OF PROJECT

Services are required for the design and construction of a buffer wall along the north and south side of Commercial Blvd. On the North Side, the proposed wall will be located between NW 64th Avenue and Rock Island Road. The initial phase of the wall was intended to be located on the north side of Commercial Boulevard from Rock Island Road west to 300' west of Woodlands Boulevard and on the south side from NW 64th Avenue east to just past Guava Drive. On the south side of Commercial Boulevard, the wall will generally run along the separator between Commercial Blvd and the frontage road with openings for the intersecting cross streets.

Due to public feedback, the City now desires to add some additional wall features at specific locations along the north side of Commercial Blvd. and the west side of Rock island Road. The following scope of services outlines these services.

SCOPE OF SERVICES

This Proposal provides for professional engineering services for the preparation of contract documents for the additional segments of Precast Concrete Wall along the corridor. Those additional segments include the following:

Commercial Blvd. North Side – one residence west of NW 58th Way
Commercial Blvd. North Side – NW 58th Way to NW 57th Way
Commercial Blvd. North Side – one residence east of NW 57th Way
Rock Island Road West Side – Commercial Blvd north approximately 600'

This proposal provides the outline of the Consultants scope of services as well as the fee structure for providing services

The proposed scope of services and fees follow.

Task 1 – Data Collection

1. Same as previous but with minor additions
2. The Consultant will work with the additional surveys to establish base sheets for roadway corridors.
3. The Consultant will Conduct Utility Sunshine Onecall design tickets for potential utility conflicts for the new wall segments
4. The Consultant will provide site visits as necessary to verify existing conditions, identify conflicting elements and potential layouts.
5. Geotechnical data shall be reviewed as supplied by the City
6. Traffic Data and existing geometry shall be reviewed for the frontage road segment between NW 58th Way and NW 57th Way. The intention is for that frontage road to become a one way facility.

Task 2 – Project Concept Design

A concept design will be developed for these wall segments that will be included in the overall phase 2B buffer wall plans illustrating how and where the wall can be installed. Therefore, this concept phase is intended to establish the geometry to allow the City to determine the best schematic design to move forward with the project.

Task 3 – Project Design and Construction Documents

It is assumed that three new plan sheets shall be needed to contain the design data for the new wall segments. Once the concept design is completed, the Consultant will prepare construction plans, calculations and specifications for the project consisting of:

1. Concrete foundations, retaining walls, precast wall columns, precast wall panels as necessary for a complete wall design at the subject location.
2. Technical Specifications in Construction Specification Institute (CSI), Division 2 through 16, 8 1/2" x 11" format as applicable.
3. Opinion of Probable Costs (OPC) organized by pay item.

The Consultant will submit documents for review to the City at the following stages:

- 60% plans and specification outline
- 90% plans, specifications and OPC
- Final plans, specifications and OPC

The consultant will meet once with City staff after each submittal to review and discuss City comments. The purpose of the meeting will be to review the comments, discuss revisions and design decisions associated with the project, concluding the meeting with an approved set of percent complete deliverables for the project. The Consultant will address comments and revise the work as applicable to the following phase of development for the work. Any significant redesign will be provided as an additional service.

The drawings will be developed in a 24" x 36" format and also printed in 11" x 17" format. Final drawings and documents shall also be submitted in electronic format (PDF files).

Task 4 – Government Agency Approval Assistance – Included in Original Scope

Task 5 – Bidding Assistance – Included in Original Scope

Task 6 - Construction Phase Services – Included in Original Scope

Task 7 – Reimbursable Expenses Not Anticipated

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attendance at public hearings.

2. Permit applications, processing or expedition except as noted herein.
3. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
4. Construction documents for elements outside of the identified project limits.
5. Structural design beyond those identified.
6. Environmental services beyond those identified.
7. Landscape and Irrigation Design
8. Responses to agency comments beyond those outlined in this scope.
9. Threatened or Endangered species coordination or specific protected species surveys.
10. Any services not specifically identified and described in the above Scope of Services.
11. Irrigation services for wells, meters or timer clocks if irrigation systems are not existing or adequate.

TO BE PROVIDED BY CLIENT

The following items are to be provided to Stantec by the Client or the Client's Consultants:

- 1) As-built (record) drawings of all existing utilities within the project limits.
- 2) Underground utility location services to verify locations and depths of underground utilities.
- 3) All required geotechnical reports and recommendations.
- 4) All survey work, easement work and title searches, etc. will be performed by the City's Surveyors. Permit work other than that mentioned in the Scope of Services is not included. Additional work to relocate utilities or miscellaneous structures is not included in this proposal. This proposal assumes that a field survey will be provided to us in AutoCad format to utilize as a base sheet for the construction documents.
- 5) Coordination with residents and approvals for property rights (ie easements) will be handled by the City.
- 6) Authorization to represent the Client on permit applications.
- 7) Access to the site.
- 8) Proof of Ownership documentation needed for permitting.
- 9) Permit application fees and plan review fees.
- 10) Any other existing information related to the project that may influence the scope of services noted above including but not limited to, budget, aesthetics and associated modifications or revisions.

SCHEDULE

Stantec will provide its services in conjunction with the original schedule agreed upon for the Phase 2B project

FEE AND BILLING

Stantec will accomplish the services outlined in Tasks 1 through 3 for the Total Project Not-To-Exceed Budget of \$19,870.00. Invoicing and payment will be in accordance with the terms and conditions of the consulting agreement between the City of Tamarac and Stantec dated August 24, 2011 and shall govern this agreement as applicable.

When possible, all permitting, application, and similar project fees will be paid directly by the Client. Reimbursable expenses shall only be used when needed to expedite processes as directed by the Owner. Expenses are in addition to the labor amount.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed and expenses incurred as of the invoice date. Payment will be due within 30 days of the date on the Stantec invoice.

Fees and times stated in the agreement are valid for sixty (60) days after the date of this letter. The following task items represent a breakdown of the lump sum amounts for Stantec for reference:

NOT-TO-EXCEED FEES

Task	Description	Labor Fee	Sub-Consultant Fee
1	Data Collection	\$ 3,450.00	N/A
2	Project Concept Design	\$ 3,010.00	N/A
3	Project Design and Construction Documents	\$ 13,410.00	N/A
4	Government Agency Approval Assistance	\$ 0.00	N/A
5	Bidding Assistance	\$ 0.00	N/A
6	Construction Phase Services	\$ 0.00	N/A
Design, Permitting and CA Fees		\$ 19,870.00	

REIMBURSABLE FEES

6	Reimbursable Fees, Permits, Etc.	\$ 0.00
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<u>TOTAL TASK AUTHORIZATION FEE</u>	<u>\$19,870.00</u>
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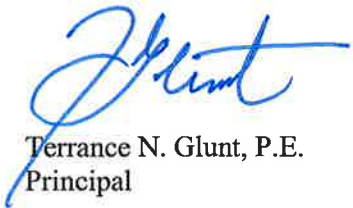
CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return. Fees and time stated in this agreement are valid for sixty (60) days after the date of agreement by Stantec Consulting Services, Inc.

Stantec Consulting Services, Inc. appreciates the opportunity to submit this letter agreement. Please contact Terrance Glunt at (561) 487-3379 x 231 if you have any questions.

Respectfully Submitted,

STANTEC CONSULTING SERVICES, INC.



Terrance N. Glunt, P.E.
Principal

Cc: file

Agreed to this _____ day of _____, 2015

CITY OF TAMARAC
A Municipality

By: _____, City Manager

Michael C. Cernech, City Manager
(Print or Type Name)

Attest: _____, Witness

(Print or Type Name)

Official Seal:

MANHOUR ESTIMATES

Project No.: Stantec TBD
Name: Tamarac Buffer Walls - Phase IIB Addl Services
City of Tamarac, Florida - Task Authorization No. 16-02E

Principal in Charge	Client Manager	Sr Project Manager	Project Manager	Technician	Clerical	TOTAL		Running Total
Manhours	Manhours	Manhours	Manhours	Manhours	Manhours	Hours	Cost For Activity	
\$150.00	\$135.00	\$135.00	\$105.00	\$65.00	\$35.00			
180%	175%	175%	140%	116%	158%			

Task	Description	TNG	JC	MA	EH	TR	DS	Activity	Total
Task 1.00	Data Collections								\$ 3,450.00
1.1	Initial Meetings								
1.2	Data Collection								
1.2.1	Site Visits - Initial & Follow Up								
1.2.2	Staff Meetings - Initial & Follow Up								
1.2.3	Review of As-Built / Survey Data		2		2		4	\$ 480.00	
1.3	Field Testings/Utility Locates								
1.3.1	Geotechnical Coordination								
1.3.2	Surveying Coordination - Specific Purpose and Topographic Survey		2	4			6	\$ 810.00	
1.3.3	Utility Locate Coordination		4	4			8	\$ 1,080.00	
1.3.4	Specific Purpose Survey - N/A								
1.3.5	Geotechnical Investigation - N/A								
1.4	Analysis of Collected Data								
1.4.1	Traffic Changes between 57th and 58th		4	4			8	\$ 1,080.00	
	SUBTOTALS	0	12	12	2	0	0	26	\$ 3,450.00
Task 2.00	Concept Design								\$ 6,460.00
3.2	Concept Design	2	2	8	8	8		\$ 3,010.00	
	SUBTOTALS	2	2	8	8	8	0	0	\$ 3,010.00
Task 3.00	Project Design and CD's								\$ 19,870.00
3.1	Preliminary Design								
3.1.1	Design Analysis		4	4	8		16	\$ 1,920.00	
3.1.2	Plan production	2	4	4	8	8	26	\$ 2,740.00	
3.2	Review and Comment								
3.3	Final Design								
3.3.1	Plan Production	2	4	4	4	4	18	\$ 2,060.00	
3.3.2	Technical Specifications								
3.3.3	Opinion of Probable Cost								
3.4	Landscape and Irrigation - Not Included								
3.4.1	Plan Production								
3.4.2	Technical Specifications								
3.4.3	Opinion of Probable Cost								
3.5	Quality Control/Quality Assurance								
3.5.1	Final Staff Review								
3.5.2	Modifications		2	2		2	6	\$ 670.00	
3.6	Submit Final Plans								
	SUBTOTALS	4	14	14	20	14	0	66	\$ 13,410.00
Task 4.00	Government Agency Approval Assistance								\$ 19,870.00
4.1	Permitting								
4.1.1	Coordination with FDOT								
4.1.2	Broward County Tree and ERP permits, City Engineering Dept. permit								
	SUBTOTALS	12	32	44	56	44	0	132	\$ -
Task 5.00	Bidding Assistance								\$ 19,870.00
5.1	Construction Administration								
5.1.1	Bidding Assistance								
5.1.2	Bid Evaluation								
	SUBTOTALS	0	0	0	0	0	0	222	\$ -
Task 6.00	Construction Phase Services								\$ 19,870.00
6.1	Construction Administration								
6.1.1	Shop Drawings								
6.1.2	RFI's								
6.1.3	Site Inspections								
6.1.4	Project Meetings								
6.1.5	Administrative Support								
6.1.6	Final Certification								
	SUBTOTALS	0	0	0	0	0	0	222	\$ -
	Hourly Totals	12	44	56	58	44	0	380	

LABOR COST, TOTAL	\$	19,870.00
SUBCONSULTANT FEES - SURVEYING NONE- See Above	\$	-
SUBCONSULTANT FEES (GEOTECHNICAL SERVICES NONE) - See Above	\$	-
REIMBURSABLE ALLOWANCE (permit fees)		
TOTAL PROPOSED COMPENSATION	\$	19,870.00

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R- 2015 104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING EXECUTION OF TASK AUTHORIZATION NO. 16-02E WITH STANTEC CONSULTING SERVICES INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PERMITTING OF THE CITYWIDE BUFFER WALL PROJECT, PHASE IIB, WHICH IS GENERALLY LOCATED ALONG COMMERCIAL BOULEVARD BETWEEN ROCK ISLAND ROAD AND NW 64TH AVENUE, IN ACCORDANCE WITH THE CITY'S CONTINUING SERVICE AGREEMENT AS AUTHORIZED BY RESOLUTION R-2011-87; AUTHORIZING AN EXPENDITURE FOR SAID PURPOSE IN AN AMOUNT NOT TO EXCEED \$145,597.50; AUTHORIZING AN APPROPRIATION OF \$145,597.50; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the recently completed Major Arterial Corridor Study it was determined that the City will move forward with the Buffer Wall component of the Study, which includes the design and construction of neighborhood buffer wall treatments for various parts of the City; and

WHEREAS, the Citywide Buffer Wall Project along Commercial Boulevard between Rock Island Road and NW 64th Avenue is considered Phase IIB of this program; and

WHEREAS, the City of Tamarac desires to develop detailed engineering plans for the Citywide Buffer Wall Project, Phase IIB which is generally located along Commercial Boulevard between Rock Island Road and NW 64th Avenue; and

WHEREAS, the Citywide Buffer Wall Project, Phase IIB consists of approximately 5,000 Linear Feet of a precast system buffer wall, together with associated landscaping and irrigation improvements; and

WHEREAS, the design element for Task Authorization No. 16-02E include; concrete foundations, retaining walls, concrete columns and precast wall panels, together with associated landscaping, hardscape and irrigation improvements; and

WHEREAS, the City requires the services of a consulting firm knowledgeable in buffer wall and landscaping design and permitting; and

WHEREAS, Stantec Consulting Services, Inc. has submitted a detailed proposal in an amount not to exceed \$145,597.50, attached hereto as Exhibit "1", incorporated herein and made a specific part of this resolution; and

WHEREAS, the proposal for this work describes all tasks to be performed in accordance with Article I, "Scope of Work", of the City of Tamarac Continuing Engineering Services Agreement as authorized by Resolution R-2011-87 dated August 24, 2011, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, Stantec Consulting Services, Inc. has been pre-qualified to provide professional engineering services by the City of Tamarac as authorized by Resolution R-2011-87 and the associated Continuing Engineering Services Agreement dated August 24, 2011; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Financial Services and the Purchasing and Contracts Manager that Task Authorization No. 16-02E from Stantec Consulting Services, Inc. be approved, executed and funded; 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 accept and execute Task Authorization No. 16-02E with Stantec Consulting Services, Inc. to provide professional engineering services for the design and permitting of the Citywide

Buffer Wall Project, Phase IIB in an amount not to exceed \$145,597.50 and to provide funding from the appropriate budgeted accounts.

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 City Commission HEREBY approves execution of Task Authorization No. 16-02E with Stantec Consulting Services, Inc. in an amount not to exceed \$145,597.50, and the appropriate City Officials are hereby authorized to execute Task Authorization No. 16-02E per the proposal, attached hereto as Exhibit "1", incorporated herein and made a specific part of this resolution.

SECTION 3: Funding for Task Authorization No. 16-02E in an amount not to exceed \$145,597.50 is available in the FY15 Capital Improvement Budget, Project

Number GP15I.

SECTION 4: The appropriate City Officials are hereby authorized to expend an amount not to exceed \$145,597.50 for said purpose.

SECTION 5: The City Manager or his designee is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the agreement.


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 28 day of October, 2015.



HARRY DRESSLER
MAYOR

ATTEST:



PATRICIA TEUFEL CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER	<u>yes</u>
DIST 1: VICE MAYOR BUSHNELL	<u>yes</u>
DIST 2: COMM. GOMEZ	<u>yes</u>
DIST 3: COMM. GLASSER	<u>yes</u>
DIST 4: COMM. PLACKO	<u>yes</u>

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM



for SAMUEL S. GOREN
CITY ATTORNEY



Stantec Consulting Services Inc.
21301 Powerline Road Suite 311, Boca Raton FL 33433-2305

September 29, 2015

Mr. John E. Doherty, P.E.
Assistant Director of Public Works/City Engineer
Public Services Department
6011 Nob Hill Road, Second Floor
Tamarac, FL 33321

**Re: Commercial Boulevard Buffer Walls – Phase IIB
City's Task Authorization Number: 16-02E**

Dear John:

In accordance with the terms and conditions of the consulting agreement between the City of Tamarac (hereinafter referred to as the "City" or "Client") and Stantec Consulting Services, Inc., (hereinafter referred to as "Consultant", "We" or "Stantec"), dated August 24, 2011, we are pleased to provide this proposal in support of the Commercial Boulevard Buffer Walls – Phase IIB project.

I have attached a scope and fee for your review and approval. We look forward to the opportunity of working with you on this important project.

Cordially,

Stantec Consulting Services, Inc.

A handwritten signature in black ink, appearing to read "Glunt", written over a horizontal line.

Terrance N. Glunt, P.E.
Principal

Enclosures

Exhibit "A"

Commercial Boulevard Buffer Walls – Phase IIB Task Authorization No. 16-02E

GENERAL DESCRIPTION OF PROJECT

Services are required for the design and construction of a buffer wall along the north and south side of Commercial Blvd. On the North Side, the proposed wall will be located between NW 64th Avenue and Rock Island Road. The wall is intended to be located on the north side of Commercial Boulevard from Rock Island Road west to 300' west of Woodlands Boulevard and on the south side from NW 64th Avenue east to just past Guava Drive. On the south side of Commercial Boulevard, the wall will generally run along the separator between Commercial Blvd and the frontage road with openings for the intersecting cross streets.

The City has indicated that the selected wall design will be a PRECAST SYSTEM with THRU-COLOR DESIGN as shown in the "Major Arterial Corridor Study report" dated December 10th 2013. Due to the limitations of precast designs and the need for retaining wall functionality, the design may vary slightly from that shown in the original corridor study.

SCOPE OF SERVICES

This Proposal provides for professional engineering services for the preparation of contract documents for various segments of Precast Concrete Wall along the corridor. This proposal provides the outline of the Consultants scope of services as well as the fee structure for providing services

The proposed scope of services and fees follow.

Task 1 – Data Collection

1. The Consultant will coordinate with the City to provide survey parameters and scope for the City to hire surveying services under separate contract.
2. The Consultant will work with provided surveys or electronic plans to establish base sheets for roadway corridors.
3. The Consultant will Conduct Utility Sunshine Onecall design tickets for potential utility conflicts
4. The Consultant will provide site visits as necessary to verify existing conditions, identify conflicting elements and potential layouts.
5. GEOTECHNICAL is too be provided by the Client and shall include at a minimum three (3) standard penetration test boring to a depth of 15 feet throughout the length of the corridor. An engineering report will be provided and will include the results of testing with recommendations for wall foundations and supporting structural elements.

Task 2 – Project Concept Design

Because of the nature of this corridor, a concept design will be developed illustrating how and where the wall can be installed. Specifically, the area between Water Oak Place and Guava Drive contains a City maintained Right of Way that has an extremely tight area between the FDOT R/W

and the edge of roadway that will present concerns for installation of the wall. It appears that drainage from both the City and FDOT R/W's empty into the same drainage system in the landscape area where the wall is to be located. At this time, we are not sure if the wall can be installed without necessitating the modification to this drainage system or the adjacent City roadway. Therefore, this concept phase is intended to establish the geometry to allow the City to determine the best schematic design to move forward with the project.

See Project Overview attached.

Task 3 – Project Design and Construction Documents

Once the concept design is completed, the Consultant will prepare construction plans, calculations and specifications for the project consisting of:

1. Concrete foundations, retaining walls, precast wall columns, precast wall panels as necessary for a complete wall design at the subject location.
2. Technical Specifications in Construction Specification Institute (CSI), Division 2 through 16, 8 1/2" x 11" format as applicable.
3. Opinion of Probable Costs (OPC) organized by pay item.

The Consultant will submit documents for review to the City at the following stages:

- 60% plans and specification outline
- 90% plans, specifications and OPC
- Final plans, specifications and OPC

The consultant will meet once with City staff after each submittal to review and discuss City comments. The purpose of the meeting will be to review the comments, discuss revisions and design decisions associated with the project, concluding the meeting with an approved set of percent complete deliverables for the project. The Consultant will address comments and revise the work as applicable to the following phase of development for the work. Any significant redesign will be provided as an additional service.

The drawings will be developed in a 24" x 36" format and also printed in 11" x 17" format. Final drawings and documents shall also be submitted in electronic format (PDF files).

Task 4 – Government Agency Approval Assistance

The Consultant shall prepare and process permit applications, plans and any associate documentation in accordance with all permitting agency requirements, including, but not limited to, electronic permitting when applicable. These shall include but not be limited to the following agencies:

- City of Tamarac Building and/or Engineering Department
- Florida Department of Transportation (Potential Drainage and Access Management)
- Broward County (Tree Removal, Surface Water and/or Pav't Markings – as required)

The consultant will respond to as many as three (3) rounds of reasonable requests for additional information from each of the above referenced agencies regarding the application submittal packages.

Any significant plan revisions caused by changing agency criteria after our initial design is reviewed with each appropriate agency and similar factors outside the Consultant's control, additional meetings or coordination will be considered as Additional Services.

Task 5 – Bidding Assistance

The consultant will attend one (1) pre-bid meeting and issue as many as three (3) addendums in response to contractor questions. Once bids are received, The consultant will review the bids, prepare a bid tabulation sheet and check references of the three (3) lowest bidders to determine the most responsive and responsible bidder. The consultant will provide the City with a letter of recommendation based upon its findings.

Task 6 - Construction Phase Services

During the construction phase of the site improvements, we will provide the scope of services outlined below as required to certify the project's completion. We believe this level of service to be the minimum necessary to obtain the necessary information to prepare certifications.

A. Building & Engineering Permit Assistance

1. The Consultant will provide up to five (5) signed and sealed sets of the construction documents per agency, as developed in Tasks listed above for the Client's designated contractor to submit for agency permits.
2. The Consultant will make minor revisions to the construction documents and respond to as many as three (3) rounds of reasonable requests for information based on the comments received from Broward County and the City's Engineering and Building Departments. Plans shall be revised as necessary to obtain permits. Minor revisions shall include correction of typos, clarification of dimensions, ancillary notes and details sufficient for permitting and incidental structural design to the original design elements.

B. Construction Administration Assistance

1. Shop drawing review: The Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto).
2. Response to Requests for Information (RFI) by the Contractor: The Consultant will provide interpretations (up to four engineering person hours) of the plans and specifications developed in Tasks listed above and provide responses to the requests for information from the contractor during construction. The Consultant will advise

the Client if a response to the RFI cannot be made based on a reasonable interpretation of the plans and specifications. The Consultant shall consult with and advise the Client as to the acceptability of substitute materials and equipment that are proposed by the contractor(s).

C. Construction Observations

1. Site Civil Periodic Site Visits: The Consultant will conduct ten (10) site visits (4 hour per visit) during the construction phase of the project to observe the work for general conformance to the plans, specifications and permit conditions. The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The Consultant's efforts will be directed toward providing the Client with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. During such visits and on the basis of on-site observations, the Consultant shall keep the Client informed of the progress of the work, shall endeavor to protect the Client against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The Consultant will provide a bullet format field report for each project visit. The report will summarize project observations as they relate to general conformance with the construction documents.
2. The Consultant will attend as many as four (4) bi-weekly construction progress meetings at the request of the Client for the successful administration, management, and technical execution of the Scope of Services. The agenda for each progress meeting will be determined by the Client. Meetings will be planned to last approximately one (1) hour.
3. Substantial Completion: Upon request of the Client, the Consultant will provide one (1) site visit (in addition to those described above) to review the construction site work for substantial completion and general compliance with the plans specifications and permit conditions. Based on the substantial completion site visit the Consultant will prepare one "punch list" listing any additional work to be completed for the site work.

D. Final Project Close Out

1. Final Completion: Upon request of the Client, and confirmation by the contractor that the "punch list" items have been completed, the Consultant will provide one (1) site visit (in addition to those described above) to review the construction site work for final completion and general compliance with the plans specifications and permit conditions (subject to any conditions therein expressed). The Consultant will prepare a memo notifying the Client that the work has been completed. The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.
2. Construction Certification of Completeness to Permitting Agencies: Upon satisfactory completion of the work and submittal of satisfactory as-built drawings, inspection reports, tests, approvals, shop drawing, and other data by the contractor the Consultant will notify the permitting Agencies that the project has been

completed and that based on our periodic site observations and information provided by the contractor that the project has been constructed in general compliance with the plans, specifications and permit conditions. The Consultant will note any significant deviations from the plans, specifications and permit conditions.

Task 6 – Reimbursable Expenses

Direct reimbursable expenses such as express delivery services, travel, outside reproduction and duplication are included in this task. Mass reproduction for submittals and construction are not included. Out of state travel is not included. All permitting, application, and similar project fees will be paid directly by the Client. The fee for this task is meant to be an allowance. Backup documentation will be submitted with each invoice. The Client will be notified if additional fee is required to accommodate additional expenses above and beyond the fee specified in this task.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attendance at public hearings.
2. Permit applications, processing or expedition except as noted herein.
3. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
4. Construction documents for elements outside of the identified project limits.
5. Structural design beyond those identified.
6. Environmental services beyond those identified.
7. Landscape and Irrigation Design
8. Responses to agency comments beyond those outlined in this scope.
9. Threatened or Endangered species coordination or specific protected species surveys.
10. Any services not specifically identified and described in the above Scope of Services.
11. Irrigation services for wells, meters or timer clocks if irrigation systems are not existing or adequate.

TO BE PROVIDED BY CLIENT

The following items are to be provided to Stantec by the Client or the Client's Consultants:

- 1) As-built (record) drawings of all existing utilities within the project limits.
- 2) Underground utility location services to verify locations and depths of underground utilities.
- 3) All required geotechnical reports and recommendations.
- 4) All survey work, easement work and title searches, etc. will be performed by the City's Surveyors. Permit work other than that mentioned in the Scope of Services is not included. Additional work to relocate utilities or miscellaneous structures is not included in this proposal. This proposal assumes that a field survey will be provided to us in AutoCad format to utilize as a base sheet for the construction documents.
- 5) Coordination with residents and approvals for property rights (ie easements) will be handled by the City.
- 6) Authorization to represent the Client on permit applications.
- 7) Access to the site.

- 8) Proof of Ownership documentation needed for permitting.
- 9) Permit application fees and plan review fees.
- 10) Any other existing information related to the project that may influence the scope of services noted above including but not limited to, budget, aesthetics and associated modifications or revisions.

SCHEDULE

Stantec will provide its services in an expeditious and orderly manner to meet the formal written schedule mutually agreed to by the Client and the Consultant for the various elements of the project. An anticipated schedule of deliverables is included herein.

FEE AND BILLING

Stantec will accomplish the services outlined in Tasks 1 through 6 for the Total Project Not-To-Exceed Budget of \$144,097.50. Additionally, a reimbursable task for permit fees, etc. shall be established with a budget not to exceed of \$1,500.00. None of the reimbursable fees shall be invoiced without prior consent of use and proper substantiating backup. Invoicing and payment will be in accordance with the terms and conditions of the consulting agreement between the City of Tamarac and Stantec dated August 24, 2011 and shall govern this agreement as applicable.

When possible, all permitting, application, and similar project fees will be paid directly by the Client. Reimbursable expenses shall only be used when needed to expedite processes as directed by the Owner. Expenses are in addition to the labor amount.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed and expenses incurred as of the invoice date. Payment will be due within 30 days of the date on the Stantec invoice.

Fees and times stated in the agreement are valid for sixty (60) days after the date of this letter. The following task items represent a breakdown of the lump sum amounts for Stantec for reference:

NOT-TO-EXCEED FEES

Task	Description	Labor Fee	Sub-Consultant Fee
1	Data Collection	\$ 12,105.00	N/A
2	Project Concept Design	\$ 11,420.00	N/A
3	Project Design and Construction Documents	\$ 83,930.00	N/A
4	Government Agency Approval Assistance	\$ 10,220.00	N/A
5	Bidding Assistance	\$ 4,792.50	N/A
6	Construction Phase Services	\$ 21,630.00	N/A
Design, Permitting and CA Fees		\$ 144,097.50	

REIMBURSABLE FEES

6	Reimbursable Fees, Permits, Etc.	\$ 1,500.00
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TOTAL TASK AUTHORIZATION FEE **\$145,597.50**

CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return. Fees and time stated in this agreement are valid for sixty (60) days after the date of agreement by Stantec Consulting Services, Inc.

Stantec Consulting Services, Inc. appreciates the opportunity to submit this letter agreement. Please contact Terrance Glunt at (561) 487-3379 x 231 if you have any questions.

Respectfully Submitted,

STANTEC CONSULTING SERVICES, INC.



Terrance N. Glunt, P.E.
Principal

Cc: file

Agreed to this _____ day of _____, 2015

CITY OF TAMARAC
A Municipality

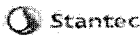
By: _____, City Manager

Michael C. Cernech, City Manager
(Print or Type Name)

Attest: _____, Witness

(Print or Type Name)

Official Seal:



Stantec Consulting Services, Inc.
Engineers - Architects - Planners
21301 Powerline Road
Boca Raton, Florida 33433
(561) 487-3379 (Phone) - (561) 487-3466 (Fax)

MANHOUR ESTIMATES

Project No.: Starter TBD
Name: Tamarac Buffer Walls - Phase IIB
City of Tamarac, Florida - Task Authorization No. 16-02E

Date 9/29/2015

		Principal in Charge Manhours \$150.00	Client Manager Manhours \$135.00	Sr Project Manager Manhours \$135.00	Project Manager Manhours \$105.00	Technician Manhours \$65.00	Clerical Manhours \$35.00	TOTAL		Running Total
Task/00	Data Collections	TNG	JC	MA	EH	TR	DS	Hours	Cost For Activity	
1.1	Initial Meetings	2	2					4	\$ 570.00	\$ 12,105.00
1.2	Data Collection									
1.2.1	Site Visits - Initial & Follow Up		4		4			8	\$ 960.00	
1.2.2	Staff Meetings - Initial & Follow Up		3		3			6	\$ 720.00	
1.2.3	Review of As-Builts / Survey Data		4		4			8	\$ 960.00	
1.3	Field Testings/Utility Locates									
1.3.1	Geotechnical Coordination		3		3			6	\$ 720.00	
1.3.2	Surveying Coordination - Specific Purpose and Topographic Survey		4		6			10	\$ 1,170.00	
1.3.3	Utility Locate Coordination		9	18	18	18		63	\$ 6,705.00	
1.3.4	Specific Purpose Survey - N/A									
1.3.5	Geotechnical Investigation - N/A									
1.4	Analysis of Collected Data									
1.4.1	Geotechnical Analysis	2						2	\$ 300.00	
SUBTOTALS		4	20	18	39	18	0	107	\$ 12,105.00	
Task 2.00	Concept Design									\$ 23,525.00
3.2	Concept Design	2	8	24	40	40			\$ 11,420.00	
SUBTOTALS		2	8	24	40	40	0	0	\$ 11,420.00	
Task 3.00	Project Design and CD's									\$ 107,455.00
3.1	Preliminary Design									
3.1.1	Design Analysis	2	24	40	40			106	\$ 13,140.00	
3.1.2	Plan production	2	16	40	40	40		138	\$ 14,660.00	
3.2	Review and Comment	4						4	\$ 600.00	
3.3	Final Design									
3.3.1	Plan Production	2	24	40	40	40		146	\$ 15,740.00	
3.3.2	Technical Specifications	2	16	16			18	52	\$ 5,250.00	
3.3.3	Opinion of Probable Cost	4	8	8		8		28	\$ 3,280.00	
3.4	Landscape and Irrigation - Not Included									
3.4.1	Plan Production									
3.4.2	Technical Specifications									
3.4.3	Opinion of Probable Cost									
3.5	Quality Control/Quality Assurance									
3.5.1	Final Staff Review	4						4	\$ 600.00	
3.5.2	Modifications		8	8	8	24		48	\$ 4,560.00	
3.6	Submit Final Plans		4		16	16		36	\$ 3,260.00	
SUBTOTALS		20	100	152	144	128	18	562	\$ 83,930.00	
Task 4.00	Government Agency Approval Assistance									\$ 117,675.00
4.1	Permitting									
4.1.1	Coordination with FDOT	8	8	8			8	32	\$ 3,640.00	
4.1.2	Broward County Tree and ERP permits, City Engineering Dept. permit	2	8	24	16		8	58	\$ 6,580.00	
SUBTOTALS		10	16	32	16	0	16	72	\$ 10,220.00	
Task 5.00	Bidding Assistance									\$ 122,467.50
5.1	Construction Administration									
5.1.1	Bidding Assistance	4.5	9	9			9	32	\$ 3,420.00	
5.1.2	Bid Evaluation		9				4.5	14	\$ 1,372.50	
SUBTOTALS		4.5	18	9	0	0	13.5	2225	\$ 4,792.50	
Task 6.00	Construction Phase Services									\$ 144,097.50
6.1	Construction Administration									
6.1.1	Shop Drawings		4	8	8		8	28	\$ 2,740.00	
6.1.2	RFI's		8	8	4			20	\$ 2,580.00	
6.1.3	Site Inspections		16	40	16			72	\$ 9,240.00	
6.1.4	Project Meetings	4	24					28	\$ 3,840.00	
6.1.5	Administrative Support		8		8		8	24	\$ 2,200.00	
6.1.6	Final Certification		4		4		2	10	\$ 1,030.00	
SUBTOTALS		4	64	56	40	0	18	2452	\$ 11,630.00	
Hourly Totals		62	325	458	462	354	70	3773		

LABOR COST, TOTAL	\$ 144,097.50
SUBCONSULTANT FEES - SURVEYING NONE- See Above	\$ -
SUBCONSULTANT FEES (GEOTECHNICAL SERVICES NONE) - See Above	\$ -
REIMBURSABLE ALLOWANCE (permit fees)	\$ 1,500.00
TOTAL PROPOSED COMPENSATION	\$ 145,597.50



Title - TR12738 - Ferguson Group LLC Agreement Renewal

A Resolution of the City Commission of the City of Tamarac, Florida; approving Amendment #7 to the Agreement between the City of Tamarac and the Ferguson Group, LLC, for Federal lobbying services, extending the term of the agreement for a one year period effective February 13, 2016 at a cost not to exceed eighty-five thousand five hundred (\$85,500.00) dollars per year; authorizing the appropriate City Officials to execute the Amendment to the Agreement for lobbying services; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

City-wide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12738 - Ferguson Group Renewal w/Attachments	1/6/2016	Cover Memo
▣ TR 12738 - Ferguson Group Renewal - Resolution	12/15/2015	Resolution
▣ TR 12738 - Ferguson Group - Amendment #7	12/15/2015	Exhibit
▣ Ferguson Group - 2008 Original Agreement - Backup	12/15/2015	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE**

**TO: MICHAEL CERNECH,
CITY MANAGER**

DATE: DECEMBER 9, 2015


**FROM: DIANE PHILLIPS,
ASSISTANT CITY MANAGER**

**RE: TR 12738- THE FERGUSON
GROUP AMENDMENT #7**

Recommendation:

Place the above referenced item on the January 13th, 2016 City Commission Meeting agenda for Commission consideration.

Issue:

Approval of an amendment to the agreement between the City of Tamarac and The Ferguson Group, LLC providing for Federal Lobbying Services for an additional one year period.

Background:

In February 2008 the City entered into an agreement for Federal lobbying services with The Ferguson Group, LLC. The original two year agreement provided that upon expiration, the parties could choose to extend the agreement annually. The Ferguson Group specializes in representing local governments and public agencies and provides assistance and counsel on appropriations, federal grants and legislative policy matters. Over the course of the agreement, the City has worked with The Ferguson Group to affect and/or support legislative issue of importance to Tamarac and to identify sources of funding for key City projects, through both the appropriation and grant process.

As the funding process at the national level remains focused on agency grant awards versus legislative appropriations, the Ferguson Group has focused on identifying sources of grant funding for specific City projects. Over the course of the past year, while we continued to monitor appropriations, the City and Ferguson staff focused on identifying federal grant opportunities for key projects and assisted with preparation and/or review of applications for submission.

We continue to seek congressional support for major projects. The following requests remain at the focal point for congressional consideration.

- Tamarac Village
- Pine Island Road pedestrian crossing
- City-wide bikepath construction
- Arterial corridor redevelopment

The existing agreement provides that the Ferguson Group will plan and implement legislative strategies designed to accomplish the City's initiatives, assist in the preparation of supporting materials for the

initiatives, develop meetings with members of Congress and staff to advance the initiatives, and serve as a liaison to federal agencies relevant to the initiatives.

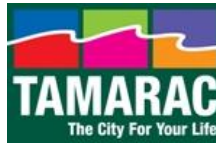
The proposed seventh amendment to the agreement provides for continuation of services at the current rate of \$85,500 per year through February 12, 2017, under the same terms and conditions as the existing agreement. The agreement provides for no additional fees or expenses other than those related to out of town travel and travel between Washington and Florida. All travel expenses are subject to prior approval by the City.

Fiscal Impact:

Approval of the Resolution and Amendment #7 provides for continuation of Federal lobbyist services through February 12, 2017, at a rate of \$85,500 per year. Funds for Federal lobbyist services are included in the FY16 adopted budget.

Attachments – Draft Legislative Agenda
Federal Advocacy Report

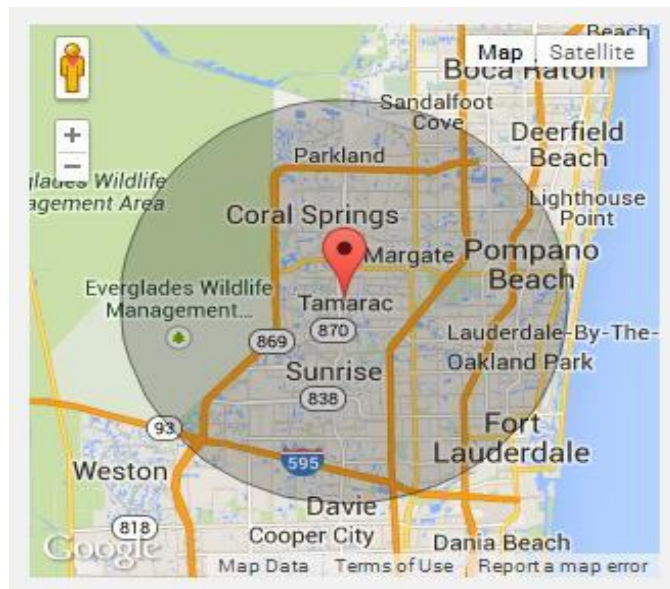
City of Tamarac, Florida
Federal Agenda
January 2016
DRAFT



Introduction

Like many communities built in the 1970's the City of Tamarac was developed primarily as a retirement community. Today Tamarac is one of only local governments in the U.S. ever to win the international Palladium Award, which recognizes international excellence in strategic planning, fiscal efficiency and goal implementation. Past winners of this award include Motorola, UPS and Hilton Hotels.

What's changing in Tamarac? Moderate housing prices, quality schools and nearby amenities have drawn younger residents and a more eclectic demographic mix. Recognizing the change, City leaders are completing a market study to identify the infrastructure, amenities and services needed to attract new businesses and residents. Tamarac is modernizing itself into "a City for Your Life," a vibrant community where residents of all ages and income levels can live, work, play, learn, and worship from birth through retirement.



Projects to Re-shape and Modernize the City of Tamarac

Economic & Community Development

Tamarac Village

The creation of Tamarac Village is the centerpiece of Tamarac's new identity. By assembling the land, and constructing the water, sewer, streetscape, pedestrian walkway and parking infrastructure, City planners are creating an optimum environment for this new mixed-use, higher density town center to develop. The City is working with federal partners in economic development, transportation, arts, and water utility programs to advance the infrastructure needed for the Village.

City Government Technology Upgrades

Tamarac has to modernize access to City services by providing residents with on-demand 24 hour online access enabling automated lien searches, permit applications, planning and zoning, and code compliance.

Emergency Management and Law Enforcement

Fire

- SCBA's - Tamarac was awarded a \$2.8 million FEMA AFG regional grant to purchase SCBAs. The award enabled a bulk purchase saving money and improving the interoperability of equipment within the region.
- Fire/EMS Station – In order to improve response times and serve Emergency Operations needs, the City has acquired land on University Blvd. to build a new fire station with the capacity to build a structure hardened to serve as an Emergency Operations center as well as a Fire Station.
- Traffic Signal Control – traffic signal preemption capabilities are needed for fire/EMS vehicles.

Police/Technology

Tamarac is seeking technological improvements to its surveillance system and security infrastructure rather than an increased police force. The City already owns the central piece needed for an improved centrally managed surveillance system and can add to it piece- by- piece for priority locations such as City parks and facilities. The City also seeks to work with the business community to further improve safety in commercial areas throughout the City.

Housing and Homelessness

Tamarac seeks federal funds to assist local governments in providing housing and homelessness assistance services.

Parks

An expanded and changing population also requires the development of new parks and expansion of existing ones. Federal funding is being sought to accommodate this important need. An Open Space Master Plan has been developed to ensure vital open space exists is planned for a more livable community. Current park projects include:

- Artificial Turf - Last year the City received \$75k from U.S. Soccer to help turf a soccer field. A second field will be installed in 2016.
- Tamarac Public Golf Course— Tamarac maintains a public golf course for the recreational benefit of its residents and to provide and preserve open space. As the population continues to increase and change additional open space is required.

Transportation

Pedestrian Crossing of Pine Island Road

Tamarac Village Crossing of Pine Island Road at N.W. 57th St. - There is currently no safe pedestrian crossing of Pine Island Road at the Northwest 57th Street intersection. This is an 8-lane roadway serving the surrounding elementary and middle schools, the Community Center, the Aquatic Center, the Fitness Center, the Library, and the future Tamarac Village. The City received \$610,000 in federal funding, through the SAFETEA-LU Technical Corrections Act to construct a pedestrian overpass, which was less than half the amount needed to complete the project. The City later concluded a study showing that a pedestrian crosswalk with a light at the same location would be an equally viable alternative to crossing this roadway. The City is working through its congressional delegation with the Federal Highway Administration (FHWA) and the Florida Department of Transportation (FDOT) to repurpose the remaining Pine Island Road pedestrian overpass funds toward a pedestrian crosswalk at the same location. This is a fiscally responsible alternative —achieving the same purpose without needing more funding.

Major Arterial Corridor Development Projects

Tamarac's Corridor Plan shows that thousands of people travel in their cars through several main roadway corridors on a daily basis, without ever stopping in the City. In order to capitalize on this under-utilized economic development opportunity, the City will invest \$1 million annually on the following improvements to define and develop specific corridors, which will compel riders to start stopping in Tamarac for their shopping, dining and recreation needs. .

- Streetscape and Hardscape Improvements - Corridor street crossings will be improved with decorative pavers and wayfaring signs.
- Creation of New Gateway Features - consistent design & marking of entryway signage at City gateways.
- Traffic Buffer Walls – 6 foot barrier walls protecting residents from noise and pollution will be installed on highly congested roadways where residences back up to the street on Commercial, Pine Island and McNab roads. An RFP is out and project will commence after award. Phase 1 of this comprehensive project is currently underway with seven additional phases planned.

Transit

The following projects will modernize local transit options while reducing traffic and pollution:

- Tamarac Village Park n' Ride Transit Hub- a new transit hub will conveniently service the region.
- Transit Shelters – Thirty (29) new solar-powered transit shelters have been funded through a Federal Transit Administration grant and federal stimulus funds. Sixteen (16) shelters have been installed and thirteen are in the process of being installed. Seven (7) more shelters are needed.
- Bus benches – 30 new benches, to ease the comfort of waiting for the bus, are needed by 2017.
- Hybrid Buses – Aging gas-powered bus will be replaced with fuel-efficient, environmentally friendly buses.
- Charging Stations – Conveniently located stations in public places will encourage usage of alternative fuel vehicles.

Citywide Bike Paths

The City will continue seeking federal funds through the Transportation Alternatives Program (TAP) for its 5-phase project to connect City-wide bikeways. Phase III was completed with a \$950k federal grant awarded through the MPO. Phase IV is funded, Phase V is not.

Veterans / Social Services

The City seeks to identify federal programs designed to assist the veteran community as well the community at large. The City will continue to provide aid to those veterans and the community at large who are in need of social services including but not limited to counseling, intervention and food bank resources.

Water and Sewer

City-wide water and sewer, infiltration and inflow, and hydrant coverage improvements will total \$15 million.

Water Main Relocation Project

The City must relocate and upgrade the existing 60's era water mains which are presently located at the rear of properties and/or in back yards. Relocating water mains to the public right-of-way greatly improves accessibility for maintenance crews and reduces the amount of time required to shut down service for maintenance and repair. Additionally, the mains being replaced will be modernized and upsized to significantly improve both fire protection and system reliability in that area of the City.

Federal Legislation and Regulations Expected to Impact Cities in 2016

National Flood Insurance Reform (NFIP) - *Support affordable flood insurance and stabilization of NFIP*

Many of the City's residences, second homes, rentals and businesses will be impacted by the implementation of the Biggert Waters bill. The City supports policies that ensure all property owners receive affordable flood insurance within a framework that helps the National Flood Insurance program become financially stable.

Waters of the U.S. (WOTUS) – *Monitor and support legislative efforts to withdraw or mitigate rule impacts*

The U.S. EPA and Army Corps of Engineers released the final WOTUS Clean Water Act Rule on May 27, 2015. The ruling's most significant change from current regulation is that eight categories of water will now be defined as "waters of the U.S." This designation will trigger administrative and regulatory requirements to meet established water quality standards based on the designated use of the water. With over 600 linear miles of City canals Tamarac will monitor implementation of the rule to determine impacts and supports legislative efforts to withdraw or otherwise mitigate rule impacts.

Tax Exempt Municipal Bonds – *Oppose efforts to replace or repeal municipal bonds*

Municipal bonds were created to attract public investment and provide a low-cost financing tool for local and state governmental infrastructure projects.

Online Sales Tax - *Support passage of the Marketplace Fairness Act*

Legislation would grant state and local governments the authority to collect taxes on internet and mail-order sales.

Employee Benefits – *Oppose changes/reductions to employer-sponsored benefits*

Employer sponsored health care, educational and retirement benefits, because of their tax-deferred and/or tax-free status, create the largest annual loss in revenue to the federal treasury. As a result public policy efforts to reform the tax code and bring down the federal deficit will necessarily involve an examination of employer-sponsored benefits, including retirement plans, health care benefits and educational assistance programs.

Federal Budget and Appropriations- *Support full funding for these City-related programs:*

CDBG, FEMA Hazard Mitigation and AFG programs, Federal Transit Agency's Section 5307 Urbanized Area Formula Program, COPS Technology, LWCF, WIFIA.

EPA Stormwater Regulations- *Oppose any unfunded EPA stormwater permitting regulations*

EPA is planning to regulate all stormwater management.

MEMO

Date: January 11, 2016
To: Tamarac City Commission
From: Valerie Gelnovatch
Re: Federal Advocacy Report

The Ferguson Group (TFG) is committed to helping the City of Tamarac meet its goals. By identifying funding opportunities, providing you with a strategic plan for obtaining this funding, keeping you abreast of threats and connecting you with the right people TFG continues to help the City successfully advance your goals in Washington.

Federal assistance TFG has helped Tamarac obtain

- \$2,800,000 Assistance to Firefighters funding for regional SCBA equipment
- \$610,000 towards construction of a pedestrian crossing at 57th Street and Pine Island Road.
- \$147,000 in funding towards construction of the Tamarac Recreation Center.
- \$800,000 in Energy Funds for installation of solar panels.
- \$300,000 for replacement of the City's radio system.
- \$410,000 for a Bus livability grant from the US Dept of Transportation for bus shelters
- \$8,164 through DHS for supplemental support to the City's CERT program.
- \$75,000 through U.S. Soccer for turf for City parks

Identification of funding opportunities for Tamarac

While there are thousands of federal programs out there, not all of them can fund your projects. We save you time and money by combing through all of the federal agencies and private foundations in order to produce a spreadsheet, specifically for Tamarac, that includes only those funding opportunities for which you are eligible.

During the past year, federal grant applications were submitted including:

- \$3,000,000 Assistance to Firefighters Grant –regional SCBA's and training
- \$800,000 Federal Appropriation – Stormwater – Headwalls
- \$95,000 Federal Appropriation – Stormwater – Pump Stations
- \$800,000 MPO Grant – Bikeway Phase 4

Relationship-building

TFG uses our relationships within the Federal Agencies, the White House, and the Congress to help you meet and talk to key decision-makers enabling you to build relationships that help you gain advantage with your projects.

TFG helps you fully understand the funding you are competing for by facilitating briefing sessions for City staff with grant program managers prior to submitting your grant applications. Through these sessions you get inside track information on how to best prepare your application. When an application is unsuccessful TFG facilitates de-briefing sessions with grant reviewers for direct feedback on your application and how to turn it into a successful application during the next round.

We take a similar approach to congressional legislation. TFG keeps you and your staff informed from the time an issue begins to heat up through its full legislative lifespan. Some issues move rapidly and some take years to resolve. TFG also educates your congressional delegation and coordinates letters of support on your behalf.

Assessing and responding to legislative & policy changes

As Leadership and majorities change, new legislation and policy priorities shift TFG helps you quickly understand and effectively respond to new political dynamics, new federal funding programs and emerging federal policies that can impact your City. Examples include:

- Transportation Reauthorization
- Waters of the U.S. Ruling
- Taxes

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; APPROVING AMENDMENT #7 TO THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE FERGUSON GROUP, LLC, FOR FEDERAL LOBBYING SERVICES, EXTENDING THE TERM OF THE AGREEMENT FOR A ONE YEAR PERIOD EFFECTIVE FEBRUARY 13, 2016 AT A COST NOT TO EXCEED EIGHTY-FIVE THOUSAND FIVE HUNDRED (\$85,500.00) DOLLARS PER YEAR; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AMENDMENT TO THE AGREEMENT FOR LOBBYING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Commission has expressed its interest in retaining the services of a qualified professional lobbyist to represent the City of Tamarac's legislative, administrative and funding interests at the Federal, State and Local levels; and

WHEREAS, the City of Tamarac entered into an Agreement with The Ferguson Group LLC, on February 13, 2008, (a copy of said agreement is on file in the office of the City Clerk), providing for said lobbying services for a two (2) year period; and

WHEREAS, the City of Tamarac has amended the Agreement annually providing for continuation of lobbying services; and

WHEREAS, the current agreement expires on February 12, 2016 and provides that the parties may renew the agreement; 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 and execute Amendment #7 to the Agreement between the City of Tamarac and The Ferguson Group, LLC (attached hereto as Exhibit "A"), providing for Federal Lobbying Services at a cost not to exceed Eighty-Five Thousand Five Hundred (\$85,500.00) Dollars, extending the agreement for a one year term through February 12, 2017.

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 are incorporated herein and made a specific part of this Resolution.

SECTION 2: The appropriate City Officials hereby approve Amendment #7 to the Agreement between the City of Tamarac and The Ferguson Group, LLC providing for Federal Lobbying Services at a cost not to exceed \$85,500, extending the agreement through February 12, 2017.

SECTION 3: The appropriate City Officials are hereby authorized to execute the Amendment to the Agreement for Lobbying Services between the City of Tamarac and The Ferguson Group, LLC, attached hereto as Exhibit "A".

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 _____,
2016.

HARRY DRESSLER, Mayor

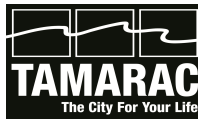
ATTEST:

PATRICIA A. TEUFEL, CMC
City Clerk

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

SAMUEL S. GOREN
City Attorney

/RS



TR12738 – Exhibit A

**AMENDMENT #7
TO AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
THE FERGUSON GROUP**

The CITY OF TAMARAC ("City") and THE FERGUSON GROUP, LLC a Limited Liability Company with principal offices located at 1130 Connecticut Avenue NW, Suite 300, Washington, DC 20036 ("Consultant") agree to execute Amendment #7 to the original Agreement dated February 13, 2008, amended February 4, 2010, February 9, 2011, February 8, 2012, February 13, 2013, January 22, 2014 and February 11, 2015, providing for Lobbying Services as follows:

1. Article 1 of the agreement shall be amended as follows:

ARTICLE 1 – EFFECTIVE DATE

- 1.1 The effective date of this Agreement shall be for a one (1) year period beginning on ~~February 13, 2015~~ February 13, 2016.

* * *

All other provisions of the original Agreement, as amended, remain in effect as written.



IN WITNESS WHEREOF, the parties have made and executed this Amendment to Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

Samuel S. Goren, City Attorney

Date

FERGUSON GROUP, LLC

ATTEST:

Signature of Consultant

Signature

Type/Print Name of Consultant

Type/Print Name

Date _____

(CORPORATE SEAL)

STATE OF _____ :
COUNTY OF _____ : 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
_____ of The Ferguson Group, LLC, a _____,
Limited Liability Company, to me known to be the person described in and who
executed the foregoing instrument and acknowledged before me that he executed the
same.

WITNESS my hand and official seal this _____ day of _____, 20____.

Signature of Notary Public
State of _____ 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.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2008-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD LOI #08-07L AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE FERGUSON GROUP PROVIDING FOR FEDERAL LOBBYING SERVICES FOR A TWO (2) YEAR PERIOD; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Commission desires to continue to retain the services of a qualified professional lobbyist to represent the City of Tamarac's legislative, administrative and funding interests at the Federal level; and

WHEREAS, the current agreement for Federal Lobbying Services has expired; and

WHEREAS, the City of Tamarac solicited LOI #08-07L requesting proposals from firms interested in providing federal lobbyist services to the City of Tamarac (incorporated by reference and on file in the office of the City Clerk); and

WHEREAS, the following seven (7) firms responded to the City's request:

1. The Ferguson Group, LLC
2. Marlowe & Company
3. Van Scoyoc Associates
4. MWW Group
5. Monument Strategies, LLC
6. U.S. Strategies Corp.
7. Akerman Senterfitt; and

WHEREAS, an Evaluation and Selection Committee consisting of the Deputy

City Manager, Assistant City Manager, Director of Financial Services and Management Analyst I, reviewed the proposals, short listed the following top ranked firms as indicated, and invited them to make presentations before the Mayor and City Commissioner on January 28, 2008,

1. Van Scoyoc & Associates
2. Marlowe & Company
3. The Ferguson Group; and

WHEREAS, after evaluation of the documents submitted and presentations made by the proposing firms, the Mayor and City Commission deemed The Ferguson Group as the most qualified proposer; and

WHEREAS, staff entered into negotiations with The Ferguson Group resulting in the agreement for services (attached hereto as Exhibit "1"); 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 LOI #08-07L and to execute an agreement between the City of Tamarac and The Ferguson Group providing for federal lobbying services (attached hereto as Exhibit "1").

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: The appropriate City Officials are hereby authorized to award LOI #08-07L to and execute an agreement between the City of Tamarac and The Ferguson Group (attached hereto as Exhibit "1") for federal lobbying services for a two (2) year


period.

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 13th day of February, 2008.


BETH FLANSBAUM-TALABISCO
Mayor

ATTEST:


MARION SWENSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR FLANSBAUM-TALABISCO yes
DIST 1: V/M PORTNER absent
DIST 2: COMM ATKINS-GRAD yes
DIST 3: COMM. SULTANOF absent
DIST 4: COMM. DRESSLER yes

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


SAMUEL S. GOREN
CITY ATTORNEY



AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
THE FERGUSON GROUP

THIS AGREEMENT made and entered into this 13 day of February, 2008, by and between the City of Tamarac, a municipal corporation of the State of Florida, hereinafter referred to as "City", and The Ferguson Group, LLC a Limited Liability Corporation, with principal offices located at 1130 Connecticut Avenue, NW Suite 300 Washington, DC 20036 hereinafter referred to as "Consultant":

WHEREAS, the City requires government relations services at the Federal level; and,

WHEREAS, the City requires certain professional services in connection with the provision of government relations services and the development of a government relations program designed for use at the Federal level; and,

WHEREAS, the Consultant represents that it is capable and prepared to provide such services:

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

- 1.1 The effective date of this Agreement shall be for a two (2) year period beginning on date of execution.
- 1.2 Upon expiration of this term, the parties may choose to renew the Agreement by mutual written agreement for the same rate as provided herein, for a term to be set in the renewal agreement.

ARTICLE 2 - SERVICE TO BE PERFORMED BY CONSULTANT

The Consultant shall perform the services in accordance with the provisions contained in this Agreement and the Consultant's proposal provided to the City of Tamarac, dated January 15, 2008, attached hereto as Exhibit A, and incorporated herein as if set forth in full. Additional scope of work may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order or written Change Order. Each Purchase Order or written Change Order shall set forth a specific scope of services, the amount of compensation and the required completion date. In the event of a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall govern.

In its capacity as a consultant, the Consultant shall make its best efforts to assist the City in pursuing government relations objectives. The nature of these objectives shall be determined by the City with the advice and assistance of the Consultant.



In this role, Consultant shall plan and implement all legislative strategies designed to accomplish the City's initiatives, assist in the preparation of supporting materials for the initiatives, develop meetings with Members of Congress and staff to advance the initiatives, and serve as a liaison to federal agencies relevant to the initiatives.

ARTICLE 3 – COMPENSATION

- 3.1 The City shall pay an annual aggregate fee of \$95,000, inclusive of expenses with the exception of out of town travel expenses and travel from Washington DC to City which may be reimbursed subject to prior written approval by the City.
- 3.2 Reimbursable expenses shall be compensated at the actual cost. No additional overhead or profit may be claimed as an expense. All invoices submitted for reimbursement of actual expenses incurred pursuant to the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

ARTICLE 4 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances.

ARTICLE 5 - INDEMNIFICATION

- 5.1. Consultant shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the Consultant and any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by consultant, in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-Consultant under workers compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.
- 5.2. 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.



- 5.3. The Consultant 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.
- 5.4. 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 Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 6 – NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, 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 shall agree to post in conspicuous places, available to 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 Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 7 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Consultant 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 Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant 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 Consultant and the City and the City will



not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 8 PAYMENTS

- 8.1 **Fees:** The City shall pay in full the Contract Sum to the Consultant on a quarterly basis as noted in Article 3 of this Agreement unless the parties agree otherwise. The City shall pay the Consultant subject to the provisions of this Agreement, subject to any additions and deductions by subsequent change order provided in the contract documents. Payments for Fees shall be made under the following quarterly schedule during the contract period: February, May, August , and November .
- 8.2 **Expenses:** A statement of actual expenses incurred shall be made to the City at the end of each month for expenses incurred during the previous month. The statement shall be made payable monthly so long as such expenses were authorized by the City in writing in advance of Consultant incurring such expense.
- 8.3 Payments shall be processed in accordance with The Florida Prompt Payment Act, F.S., Part VII, Chapter 218.
- 8.4 Federal funds may not be used to pay Consultant's fees or expenses.
- 8.5 Payments shall be remitted to the The Ferguson Group 1130 Connecticut Avenue N.W., Ste. 300, Washington, D.C. 20036
- 8.6 **ARTICLE 9 - COMPLIANCE WITH LAWS**

In performance of the services, Consultant will comply with applicable regulatory requirements applicable generally to its business operations including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 10 – INSURANCE

- 10.1 Consultant shall obtain at Consultant'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. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant 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 Consultant will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 10.2 Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such



insurance. Consultant's Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies.

ARTICLE 11 - CITY'S RESPONSIBILITIES

The City shall be responsible for providing access to all project records and for providing project-specific information as required to facilitate the efficient and effective execution of the services to be provided by the Consultant as provided in this Agreement.

ARTICLE 12 - TERMINATION OF AGREEMENT

- 12.1 **Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon thirty (30) days written notice by the terminating party to the other party for such termination in which event the Consultant shall be paid its compensation for services performed up to the termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the City against loss pertaining to this termination.
- 12.2 **Default by Consultant:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant 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 Consultant of written notice of such neglect or failure.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

ARTICLE 14 - UNCONTROLLABLE FORCES

- 14.1 Neither the City nor Consultant 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.

- 14.2 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.

ARTICLE 15 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County, Florida.

ARTICLE 16 - MISCELLANEOUS

- 16.1 **Non-waiver:** A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 16.2 **Severability:** 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.
- 16.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.
- 16.4 **Merger; Amendment:** This Agreement constitutes the entire Agreement between the Consultant 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 Consultant and the City.
- 16.5 **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.

- 16.6 **Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has the 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.
- 16.7 **Headings:** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 16.8 During the Term of this Agreement, and for a period of six (6) months following the Term's conclusion, or for six (6) months after the date on which the City terminates the Agreement, the Consultant and its employees are prohibited from lobbying the City Commission, City Manager, or any City Employees on any matter that will or may be presented to the City Commission or City Manager for final approval, final award, or any related consideration. This prohibition on lobbying, includes, but is not limited to meetings, telephone calls, e-mail, letters, memoranda, notes, or any other form of verbal or written communication intended to influence or persuade a member of the City Commission, the City Manager, or any City Employee on any land use, land development, contract, employment, or any other City related matter.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the contract amount charged by Consultant in this



Agreement is based upon the standard amount charged to state and local governmental clients of Consultant for the same or substantially similar service.

ARTICLE 20 - OWNERSHIP OF DOCUMENTS

Consultant may be required to work in harmony with other Consultants or Sub-consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.

ARTICLE 21 - 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.

ARTICLE 22 - NOTICE

- 22.1 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 NW 88th Avenue
Tamarac, Florida 33321-2401

With a copy to the City Attorney at the following address:

City Attorney
City of Tamarac
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:

Valerie Levine Gelnovatch
Principal
The Ferguson Group, LLC
1130 Connecticut Avenue, NW Suite 300
Washington, DC 20036



- 22.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 22.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

Remainder of Page Intentionally Blank



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 CONSULTANT, signing by and through its Senior Vice President, duly authorized to execute same.

CITY OF TAMARAC

Beth Flansbaum-Talabisco
Beth Flansbaum-Talabisco, Mayor

2/13/08
Date

Jeffrey L. Miller
Jeffrey L. Miller, City Manager

2/13/08
Date:

ATTEST:

Marion Swenson
Marion Swenson, CMC
City Clerk

2/15/08
Date

Approved as to form and legal sufficiency:

Samuel S. Goren 2/12/08
Samuel S. Goren, Interim City Attorney

2/13/08
Date

ATTEST:

Signature of Corporate Secretary

Type/Print Name of Corporate Secy.

Date

The Ferguson Group, LLC

Company Name

Wm Ferguson
Signature of President/Owner

Volume Sch
Principal

2/11/08
Date

(CORPORATE SEAL)



CORPORATE ACKNOWLEDGEMENT

STATE OF District of Columbia:
COUNTY OF Washington DC:
: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 William Ferguson, Jr., Chief Executive Officer of the Ferguson Group, LLC a Washington DC Limited Liability 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 Feb. 8, 2008.

Marilyn Newmark
Signature of Notary Public
State of Wash DC at Large

MARILYN NEWMARK
Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

Direct Licence
Type of I.D. Produced

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



Title - TR12740 - Agreement & Public Art Proposal/Concept for Veterans Park (The Glass Artist)

A Resolution of the City Commission of the City of Tamarac, Florida, approving the Public Art Proposal and concept by the Glass Artist, and execution of an agreement attached hereto as Exhibit "1" and incorporated herein; to provide a work of art to be placed at Veterans' Park, in the amount of \$88,800, attached hereto as Exhibit "A" and incorporated herein; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
❑ Memo	12/18/2015	Cover Memo
❑ Resolution	12/16/2015	Resolution
❑ Exhibit 1 - Contract for Glass Artist Executed	1/6/2016	Exhibit
❑ Exhibit A - Day View	12/16/2015	Exhibit
❑ Exhibit A - Night View	12/16/2015	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (14-09-006M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: December 15, 2015

FROM: Maxine Calloway,
Director of Community Development

RE: TR # 12740: Approval of
Agreement and Public Art
Proposal & Concept by The
Glass Artist for Veterans' Park

Recommendation: The Director of Community Development recommends that the Mayor and City Commission approve the Agreement for the public art concept, fabrication, and installation of a Veterans Tribute Wall by The Glass Artist for placement in Veterans' Park at its January 13, 2016 meeting.

Issue: The City's Public Art Committee is recommending the selection of The Glass Artist's public art proposal and concept of a Veterans Tribute Wall for placement at Veterans' Park in the City of Tamarac.

Background: The City, through its Public Art Committee has facilitated the installation of several significant Public Art pieces throughout the community. In furtherance of the City's objective in branding the City as a public art destination, and to honor the sacrifice of Americans who served in the U.S. Armed Forces and celebrate the people of Tamarac who served and the value Americans hold as a nation, the City Commission at a Spring 2015 Workshop meeting, directed the Public Art Committee to commission a public art piece that would serve as a tribute to Tamarac's veterans.

Section 6-148 of the City of Tamarac Procurement Code excludes artistic services or works of art from the formal bid and proposals requirements. As such, the Public Art Committee is not required to formally solicit proposals through a "Call to Artists" process for artistic services. In fulfilling the Commission's directive, the Public Art Committee, during their September 2015 annual public art update, unveiled to the City Commission, the Veterans Tribute Wall proposal as designed by Zachary Knudson ("The Glass Artist") in collaboration with the Public Art Committee.

In accordance with the Veterans Affairs Committee's recommendation, as accepted by the City Commission at a recent workshop, the design will include a total of eight (8) glass columns with an angled top, two (2) with etched images of veterans, and six (6) etched with the names, dates, branch of service and ranks of Tamarac veterans.

Consistent with Section 5-305(b)(3) of the City of Tamarac Code of Ordinances, the Public Art Committee is required to make recommendations to the City Commission on art and artist selections. The Public Art Committee therefore recommends the selection of The Glass Artist for the design, fabrication and sculptural installation of the proposed works of art, a Veterans Tribute Wall, to be installed at the Veterans' Park in the City of Tamarac. The Public Art Committee and The Glass Artist have agreed upon a contract price of \$88,800 for the project.

Analysis: In keeping with City requirements, The Glass Artist will enter into an Agreement with the City in an amount not to exceed \$88,800 for the design, fabrication and installation of the proposed sculpture (Work) as further outlined below:

- The Agreement is for \$88,800.00 to be paid based on certain deliverables as further outlined in the Agreement.
- The Glass Artist shall be solely responsible for designing, fabricating, constructing, delivering and installing the Work.
- The Glass Artist shall complete the design, fabrication, transportation and installation of the Work in conformity with the Proposal and the project schedule which is attached as Exhibit "A" to the Agreement.
- The Glass Artist may, as part of the Agreement, be requested by the City with reasonable advance notice to discuss the Work with the general public and/or press/media representatives in special meetings scheduled for this purpose.
- The Glass Artist shall be available at such time or times as may be agreed between the City and the Artist to attend inauguration or presentation ceremonies relating to the transfer of the Work to the City.
- Services are expected to be completed in accordance with the Schedule which is included as Exhibit "A" to the Agreement, which has the piece being installed in advance of the City's scheduled Memorial Day celebration in May, 2016.
- Upon receipt of a request by the Glass Artist for an extension of time, the City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the City in performing its obligations under this Agreement.

City support of this initiative is consistent with the City's Strategic Plan, Goal #5:

"The City of Tamarac will provide resources, initiatives and opportunities to continually revitalize our community and preserve the environment".

Fiscal Impact: While the project is not budgeted, funds are available in the City's Public Art Fund. The Public Art Program is funded by and through a public art fee generated from the construction value of improvements to real property in the City. As such, funds are generated on a continuous basis, and will be available in the Public Art Program to cover all costs associated with funding the Agreement.

Maxine Calloway,
Community Development Director

Attachments: Temporary Resolution No. 12740
 Exhibit "1" – Contract for The Glass Artist
 Exhibit "A" – Final Design Proposal and Schedule

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE PUBLIC ART PROPOSAL AND CONCEPT BY THE GLASS ARTIST, AND EXECUTION OF AN AGREEMENT ATTACHED HERETO AS EXHIBIT "1" AND INCORPORATED HEREIN; TO PROVIDE A WORK OF ART TO BE PLACED AT VETERANS' PARK, IN THE AMOUNT OF \$88,800, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to encourage and promote public art within the City; and

WHEREAS, the City finds it necessary to honor the sacrifice of Americans who served in the U.S. Armed Forces and celebrate the people of Tamarac who served and the value Americans hold as a nation: duty, honor and civic responsibility; and

WHEREAS, the City is implementing a public art installation known as the "Veterans Tribute Wall" at Tamarac Veterans' Park in honor and celebration of Tamarac residents who served in the U.S. Armed Forces; and

WHEREAS, Section 6-148 of the City of Tamarac Procurement Code excludes artistic services or works of art from the formal bid and proposals requirements; and

WHEREAS, on September 10, 2015 the Public Art Committee reviewed and approved a preliminary design submitted by The Glass Artist for the Veterans Tribute Wall; and

WHEREAS, The Public Art Committee sitting as the selection committee determined that The Glass Artist best meet the needs and requirements of the City; and

WHEREAS, in accordance with Section 5-305(b)(3) of the City of Tamarac Code of Ordinances, the Public Art Committee recommends that The Glass Artist be selected to fabricate, deliver and install the work of art, a Veterans Tribute Wall, to be installed at the Veterans' Park in the City of Tamarac; and

WHEREAS, the Public Art Committee and The Glass Artist have agreed upon a contract price of \$88,800 for the project; and

WHEREAS, the Director of Community Development and the Public Art Committee recommend that the appropriate City Officials execute an Agreement with The Glass Artist; 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 public art concept and proposal by The Glass Artist to be placed at the Veterans' Park in the City of Tamarac for a contract price of \$88,800; a copy of said Agreement is included herein as Exhibit "1" (attached hereto, incorporated herein, and made a specific part thereof).

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; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: It is hereby found and determined that the approval of the public art concept and proposal by The Glass Artist will be in the best interest of the City of Tamarac and the residents and businesses located within the described area.

SECTION 3: The appropriate City officials are hereby authorized to execute an Agreement with The Glass Artist for a contract price of \$88,800, a copy of said Agreement is attached hereto as Exhibit "1".

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.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED, ADOPTED AND APPROVED this day of , 2016.

HARRY DRESSLER,
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN,
CITY ATTORNEY

AGREEMENT – THE GLASS ARTIST

City of Tamarac, Florida

SCULPTURAL INSTALLATION AT TAMARAC VETERANS TRIBUTE WALL TAMARAC, FLORIDA

WORK DESIGN, FABRICATION, & INSTALLATION

THIS AGREEMENT is made this ____ day of , 2016 by and between the **City of Tamarac, Florida** a municipal corporation of the State of Florida with a business address of 7525 NW 88th Avenue, Tamarac, FL 33321 (hereinafter referred to as "Owner"); and The Glass Artist with its principal place of business located at, 3700 NW 124th Ave., Suite 111, Coral Springs, FL 33065 (hereinafter called "Artist").

W I T N E S S E T H:

WHEREAS, the **City of Tamarac** is implementing a public art installation at Tamarac Veterans Park; and

WHEREAS, the Artist is a Florida corporation owned and operated by an local Glass Artist; and

WHEREAS, the Artist has been selected to fabricate, deliver and install works of art for the benefit of the Owner, hereinafter referred to as the "Work", such Work to be installed upon the selected location in Tamarac Veterans Park hereinafter referred to as the "Site"; and

WHEREAS, both parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Work; and

WHEREAS, the Owner is authorized and empowered to execute contracts for works of art and other enhancements to adorn the Site; and

WHEREAS, the Owner desires to enter into an Agreement with the Artist to complete the Work at the Site and the Artist is willing and able to provide such services and such Work under the Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and considerations herein contained, and subject to the terms and conditions hereinafter stated, it is agreed by and between the Owner and the Artist as follows:

SECTION I -- SERVICES OF THE ARTIST

A. General

1. As used in this Agreement, unless the context otherwise requires: "Work" means the work of art consisting of the sculpture to be affixed to the ground to be

AGREEMENT – THE GLASS ARTIST

constructed by the Artist at the Site (as defined in the recitals above) and as ultimately conceived, designed, fabricated, transported, delivered and installed by the Artist consistent with the final design proposal, project schedule and cost proposal approved and accepted by the Owner as required by this Agreement (collectively referred to as the "Design Proposal") to be attached to and made a part of this Agreement as Exhibit "A" as well as the specifications and engineering drawings provided by the Artist to the Owner after approval by the Owner of the final Design Proposal (collectively referred to as the ("Engineering Drawings.") to be attached to and made a part of this Agreement as Exhibit "B". Except as set forth below, the Work includes all physical components of the complete Work including but not limited to mounting brackets or devices, and other miscellaneous components necessary to complete the fabrication and installation of the Work as initially proposed.

2. The Artist and/or its authorized agents and representatives shall perform all services and furnish all supplies, material and equipment as necessary for the design and fabrication of the Work by the Artist and its transportation and delivery to and installation at the Site consistent with the Design Proposal and Engineering Drawings as approved by the Owner, including but not limited to payment for insurance, supplies, materials, small tools, equipment. Except as otherwise stated in this Agreement, the Artist shall, either directly or through qualified sub-contractors to be hired by the Artist, undertake the transportation and delivery of the Work to the Site and installation of the Work at the Site.
3. The Artist shall determine the artistic expression, scope, design, color, size, material, and texture of the Work as set forth in the Design Proposal and Engineering Drawings subject to review and written acceptance by the Owner on a timely basis as set forth in this Agreement.
4. The Artist shall be responsible for designing, fabricating, constructing, delivering and installing the Work in accordance with the final Design Proposal and Engineering Drawings accepted by the Owner and in compliance with all applicable city, county, state and/or federal laws, ordinances, statutes, codes, regulations, and/or requirements that affect construction or installation of the Work at the Site, including any legal requirements for scaffolding.
5. The Artist shall at the Artist's sole expense obtain all licenses and approvals required with respect to the fabrication and its obligations for installation of the finished Work at the Site, including the written approval from the City of Tamarac certifying the structural compliance of the Work with applicable, legally mandated building codes that may be required.
6. The Owner shall provide the Artist with copies of all pertinent information relating to all such applicable city laws, ordinances, statutes, codes, regulations, and/or requirements referenced in this Agreement on a timely basis.

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7. It is understood and agreed that immediately upon execution of this Agreement, the Owner shall appoint in writing an individual to serve as the Owner's authorized representative for purposes of administering this Agreement, and that the Owner's authorized representative shall be the primary contact for such purposes. It is expressly agreed that the Artist also may discuss the Work or its requirements with various departments of the Owner but any approvals required under this Agreement must be obtained in writing from the Owner or its authorized representative. Email constitutes writing for such purposes.
8. Zachary M. Knudson shall be the authorized representative for administering the Agreement on behalf of the Artist and shall be the Owner's primary contact for obtaining any and all necessary approvals from the Artist. All approvals required must be authorized in writing by the Artist or its authorized representative. Email constitutes a writing for such purposes.

B. Acceptance of Final Design Proposal

1. A true and correct copy of the Artist's Design Proposal is attached to and made a part of this Agreement as Exhibit "A". The Owner shall have thirty (30) business days after the execution of this Agreement by the Artist to execute this Agreement and to review, approve and accept the final Design Proposal attached as Exhibit A. It is expressly understood and agreed that the Artist is under no obligation to commence work on any aspect of the Work until the Owner has executed this Agreement, approved and accepted the final Design Proposal in writing and has paid to the Artist the first installment payment in the amount of \$ 8,880.00 as set forth in Section III below. The final Design Proposal approved by the Owner shall be attached to and shall become a part of this Agreement as Exhibit "A".
2. Notwithstanding anything to the contrary in this Agreement, in the event of any delay beyond the thirty (30) business day timeframe specified for the Owner's execution of this Agreement and written approval of the final Design Proposal, the Artist's obligations to commence work on the Work, to prepare the Engineering Drawings, to begin purchasing materials as well as the project schedule set forth in the Design Proposal shall be likewise delayed and adjusted accordingly.
3. Once the Owner executes this Agreement and approves and accepts the Design Proposal in writing, this Agreement and the Design Proposal may not be changed, modified or amended without the prior written consent of both the Artist and the Owner, as evidenced by an executed amendment to this Agreement. The parties' acknowledge and agree that any changes in the Design Proposal after acceptance by the Owner may adversely affect the schedule for completion of the Work and any material changes in the Work may affect the total cost for the Work.
4. Upon execution of this Agreement and written acceptance by the Owner of the Design Proposal attached as Exhibit "A" and payment to the Artist of the first installment payment as set forth in Section III below, the Artist shall commence all

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activities necessary to complete the Work, including preparation of the Engineering Drawings.

C. Preparation of Engineering Drawings and Commencement of Work

1. Upon execution of this Agreement and written approval and acceptance of the final Design Proposal by the Owner, consistent with the requirements of this Agreement, and upon the Artist's receipt of the first installment payment in the amount of \$44,400 from the Owner in accordance with this Agreement, the Artist shall hire engineer, commence preparation of the Engineering Drawings, complete final planning, cad drawings and permitting. The Artist shall commence purchasing materials and fabricating the Work in accordance with the requirements of the approved Design Proposal. The Artist shall avoid specifying in the Design Proposal and in the Engineering Drawings any materials or finishes known to be hazardous or potentially hazardous.
2. Upon delivery to and written approval by the Owner's engineer ("Owner's Engineer") of the Engineering Drawings, the second installment payment in the amount of \$22,200 shall be due and payable to the Artist by the Owner in accordance with this Agreement. The Owner shall have a commercially reasonable period of time, to review and accept the Engineering Drawings. The final Engineering Drawings shall be attached to and made a part of this Agreement as Exhibit "B". Once materials arrive and fabrication has begun, progress photos will be provided as well as weekly updates and shop visits upon request.
3. Final payment in the amount of \$22,000 is due and payable by the Owner to the Artist upon final acceptance by the Owner of the installed Work at the Site. Owner shall review the project by Artist for compliance with desired design, appearance and materials and receipt of documents listed below.

D. Fabrication

1. The Owner or its authorized representative shall have reasonable access to review the Artist's Work in progress at the Artist's place of business at mutually convenient dates and times to be scheduled in advance taking into account the Artist's schedule and commitments and the Owner's schedule and commitments. During the term of this Agreement, the Artist shall submit to the Owner written progress reports on a monthly basis, no later than the 5th day of each month, in a form customarily used by the Artist for such purpose and acceptable to the Owner.
2. The Artist shall complete the design, fabrication, transportation and installation of the Work in conformity with the Design Proposal and Engineering Drawings approved by the Owner, which are attached hereto and made a part of this Agreement as Exhibits "A" and "B", respectively.

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3. Any material changes proposed by the Artist in the scope, design, color, size, material or texture of the Work as depicted in the Design Proposal and the Engineering Drawings shall be presented to the Owner for approval in writing prior to implementation. A change shall be deemed “material” if it alters the form, fit or function of the Work, or modifies its dimensions by more than ten percent (10%). Any such change shall be evidenced by the execution of a written amendment to this Agreement signed by both parties.
4. Once the Work has been fabricated, the Artist shall submit a report to the Owner, accompanied by photographs, slides, or other acceptable documentation substantiating that the fabrication of the Work has been completed in accordance with the Design Proposal and Engineering Drawings. The report shall include plans for installation and a description of all activities requiring coordination with the Owner and Owner’s Engineer.
5. Written notice to the Owner shall be provided by the Artist that the Work is ready for shipment. The Work will be shipped by the Artist to the Site upon the Artist’s receipt of written approval of the completed Work by the Owner.

E. Delivery and Installation

1. The Artist is responsible for the delivery and installation of the Work.
2. The Work shall not be delivered to or installed at the Site until the Artist has received written approval from the Owner or its authorized representative that the Work has been completed according to the approved Design Proposal and Engineering Drawings.
3. The Artist shall make arrangements for access to the Site for delivery and installation of the Work with the Owner or its authorized representative and the Owner’s Engineer. The Artist shall provide the Owner with a written list of the workers, vehicles and equipment involved in the installation of the Work at least fifteen (15) days in advance of delivery and installation so that permits can be issued and security and unloading arrangements made.
4. Following delivery of the Work, the Artist shall install the Work at the Site consistent with the Engineering Drawings and shall approve and submit all required documentation and information to the Owner on a timely basis. The Artist shall be responsible for all expenses, labor and equipment incurred in connection with delivery of the Work and for Site preparation and installation of the Work.
5. The Artist shall exercise commercially reasonable efforts to limit construction operations to the Site unless otherwise approved by the Owner or its authorized representative. The Artist shall not perform operations of any nature on, over or across premises owned or leased by third parties except such operations as are

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specifically authorized in plans or specifications or as authorized by the Owner or its authorized representative.

6. The Artist and the Owner shall take all steps necessary to protect adjoining property and nearby buildings, roads and public streets or roads from dust, dirt, rubbish or other nuisance arising out of their respective operations at the Site or its storage practices during Site work and delivery and installation of the Work at the Site.

Additionally, Artist shall utilize commercially acceptable methods to maintain the artwork and the work site during installation in a safe and secure manner, in order to protect against injury and vandalism. In the event of a predicted storm event, Artist shall take all necessary precautions to remove any loose materials at the job site within a period of twenty-four (24) hours prior to any such predicted storm event.

7. The Artist shall insure that the Site is clean, free of dust, construction debris, and trash during installation, and at other times when directed by the Owner. At all times while finish work is being accomplished, the Artist shall insure that the Site is clean, free of dust, construction debris and trash. Directly upon completion of the Work, the Artist shall remove from the Site all of their respective equipment and any waste materials not previously disposed of, leaving the Site clean and ready for the Owner's final inspection.
8. Delivery and installation of the Work shall be in conformance with all applicable federal, state, county, and municipal laws, including any applicable health, safety, and fire regulations.
9. Upon installation of the Work by the Artist and acceptance of the installed Work at the Site by the Owner, the Owner shall obtain authorization as required by law from its governing body as soon as practicable upon approval of this Agreement for its authorized representative or another designated person to accept the Work on behalf of the Owner upon certification of completion of installation of the Work by the Artist on the Completion Date without the necessity of further action by the Owner's governing body.

F. Post-Installation

1. Except as set forth below, the risk of destruction or damage to the Work or any part thereof shall be borne by the Artist until written acceptance of the Work. Accordingly, except as set forth herein, the Artist shall at its sole cost and expense, rebuild, repair and restore damage to any portion of the Work until written acceptance of the Work by the Owner. Notwithstanding the foregoing, after delivery of the Work to the Site and during installation and until final acceptance of the Work by the Owner as installed, under no circumstances shall the Artist be responsible for the cost of repair for any damage caused by job-site contractors or

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subcontractors hired by the Owner or otherwise not under the Artist's contractual control or supervision or in the event of vandalism or natural disasters resulting in damage to the Work or at the Site.

2. Upon installation of the Work, the Artist shall provide information on the Work as may be requested by the Owner for its files, including but not limited to technical and maintenance information and "As Built" drawings for use in maintaining and repairing the Work in the format provided in attached Exhibits, information regarding copyright of the Work by the Artist, updated biographical information, and a statement regarding the Work.
3. Unless otherwise expressly agreed to in writing by the Owner, ownership of all art acquired through expending funds in the public art fund shall be vested in the City, which shall obtain title to each work of art. Artist shall provide a waiver of rights. It is expressly understood and agreed that the Artist shall retain all ownership of and all right, title and interest in and to the Work, including but not limited to all intellectual property rights to the design of the Work, all copyrights with respect to the Work, all documentation, photographs and drawings and all models of the Work and all moral rights.
4. The Artist may, as part of this Agreement, be requested by the Owner with reasonable advance notice to discuss the Work with the general public and/or press/media representatives in special meetings scheduled for this purpose. Scheduling of all such requests shall take into account the Artist's schedules and commitments and may occur as agreed by the parties in writing. The Artist shall be entitled to be reimbursed by the Owner for travel and expenses for such events in accordance with the Owner's standard travel policies and procedures.
5. The Artist also shall be available at such time or times as may be agreed between the Owner and the Artist to attend inauguration or presentation ceremonies relating to the final installation of the Work and the transfer of title to the Work to the Owner. The Owner shall use its best efforts to arrange for publicity for the completed Work in such art publications and otherwise as may be determined between the Owner and the Artist as soon as practicable following installation.

SECTION II - PERIOD OF SERVICE

A. Design Proposal Schedule

1. Services associated with the design and approval of engineering drawings shall be completed by the Artist in accordance with the schedule set forth in the final Design Proposal and Engineering Drawings approved by the Owner and attached to and made a part of this Agreement as Exhibits "A" and "B", respectively.
2. The Artist may request an extension of time to complete the Work in accordance with the schedule established in the Design Proposal in the event that there is a

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material delay on the part of the Owner or of the Artist in performing their respective obligations under this Agreement, or if conditions beyond the Owner's or the Artist's control or Acts of God render timely performance impossible or unexpectedly burdensome. Such request for an extension of time shall be submitted in writing to the Owner's representative as soon as possible after the occurrence of the event necessitating the extension of time. The Owner's approval or denial of the extension of time shall be in writing and be provided to Artist no later than five (5) business days after submittal of the written request from the Artist.

SECTION III - PAYMENTS TO THE ARTIST

A. Contract Amount

1. For its services described under Section I of this Agreement, the Owner shall pay the Artist the sum of Eighty Eight Thousand, Eight Hundred and 00/100 Dollars (\$88,800.00) (the "Contract Amount") in accordance with the payment schedule enumerated in Section I herein. Payment terms are net thirty days. The Owner shall make payment to the Artist within forty-five (45) days of the date of the Artist's invoice in accordance with the following payment schedule. All payments shall be made in accordance with the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218
2. Except as otherwise set forth in this Agreement, all expenses incurred in connection with the design, fabrication, delivery and installation of the Work by the Artist shall be paid by the Artist and are included in the Contract Amount stated herein. Delivery of all artwork and other materials to the site shall be F.O.B. Destination.
3. The Artist shall be responsible for all federal and state income taxes payable with respect to the Contract Amount paid by the Owner for the Work.
4. The Owner shall be responsible for payment of all sales and use taxes charged by any state or local governmental authority in connection with the purchase of the Work.
5. The Artist and the Owner agree that no charges or claim for damages shall be made for any delays or hindrances during the progress of completion of any portion of the services specified in this Agreement with respect to the Work. Such delays or hindrances, if any, with respect to the completion of any portion of the work required under this Agreement shall be compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties.
6. At all times the Owner shall have the sole and absolute discretion to require that the Artist submit additional documentation to satisfy Owner's requirements that the

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Work is constructed in accordance with the Final Design Proposal, the approved Engineering Drawings, and the terms and conditions of this Agreement.

7. The Contract Amount shall be paid by the Owner to the Artist in four (4) installments as follows:

B. Installment 1

1. Installment 1 in the amount of Forty Four Thousand, Four Hundred Dollars and No Cents (\$44,400) is due and payable by the Owner to the Artist after execution of the Agreement by the Artist and the Owner and Artist provides final plans, CAD drawings, fabrication documents, engineering documents and permit(s) and approval(s) by the Owner of the Design Proposal.
2. The Artist shall not be obligated to commence any additional work with respect to the Work until the first installment has been paid by the Owner. It is understood and agreed that the failure by the Owner to make payment of any installment on a timely basis is a breach of this Agreement.

C. Installment 2

1. Installment 2 in the amount of Twenty Two Thousand Six Hundred Forty Dollars and No Cents (\$22,200.00) is due and payable by the Owner to the Artist upon completion and delivery by the Artist to the Owner of the Engineering Drawings., detailed information regarding materials, design, appearance and construction procedures for approval by the Committee and the Building Department.
2. Upon completion of the Engineering Drawings, the Artist will coordinate on a timely basis with the Owner's Contractor to designate in writing the final location of the Work on the Site, including placement of all structural attachments. The Engineering Drawings shall be updated to reflect this information and the updated Engineering Drawings shall be attached to and made a part of this Agreement as Exhibit "B".
3. It is expressly understood and agreed that it shall be the responsibility of the Artist to certify that all work to be performed, will comply with the Florida Building Code.
4. Upon receipt of the engineering drawings, and approval by the Owner, the Owner shall provide payment of the second installment payment to the Artist. The Artist's submittal of the engineering drawings shall include the following:
 - a. A copy of all Engineering Drawings required for fabrication of the Work;
 - b. A letter or certificate from a professional engineer licensed in the State of Florida acceptable to the City of Tamarac Building Department certifying that the Work as a sculptural object will comply "as built" with the 2010 Florida

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Building Code, Section 1620.2 – Broward County, Risk Category IV Building and Structures: 180 mph (Table 1604.5 Risk Category IV); and

- c. Material samples with color application.

D. Final Payment

1. Final Payment in the amount of Twenty Two Thousand Two Hundred Dollars and No Cents (\$22,200.00) is due and payable by the Owner to the Artist upon final acceptance by the Owner of the installed Work at the Site. Owner shall review the project by Artist for compliance with desired design, appearance and materials and receipt of documents listed below.
2. Prior to payment of the final installment by the Owner to the Artist, the Artist shall submit the following documents to the Owner's authorized representative with respect to the Work:
 - a. A certification of the completion and installation of the Work;
 - b. A Bill of Sale;
 - c. The Technical and Maintenance Record (to be attached as Exhibit C);
 - d. Updated biographical material;
 - e. The Artist's Statement about the Work;
 - f. Proof of Application by the Artist for all copyrights;
 - g. "As-Built" drawings of the Work for use to repair the Work in the future (to be attached as Exhibit D).

SECTION IV -- ARTIST'S REPRESENTATIONS AND WARRANTIES

- A. The Artist represents and warrants to the Owner that the fabrication and installation of the Work will be performed in a workmanlike manner and that the Work will be free of defects in workmanship or materials consistent with the final Design Proposal and Engineering Drawings approved by the Owner and that the Artist will, at the Artist's own expense, remedy any defects due to faulty workmanship or materials that arise within a period of three years from the Completion Date and the date the Work is finally accepted by the Owner or five days after the Completion Date, whichever shall first occur. Any and all such repair shall be completed by the Artist in a proper, workmanlike manner consistent with the Technical and Maintenance Record and the "As-Built Drawings" attached to and made a part of this Agreement as Exhibits C and D, respectively.
- B. Warranties provided to the Artist by the sub-contractors, if any, shall be for at least one year from the date of final acceptance by the Owner. All warranties related to the Work performed by sub-contractors are attached to this Agreement and are hereby incorporated by reference and are considered to define the extent and limitations of warranties extended by the Artist to the Owner.

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- C. The Artist represents and warrants to the Owner that the Work will not require maintenance substantially in excess of that described in the maintenance recommendations set forth in the As-Built Drawings provided by the Artist to the Owner pursuant to this Agreement.
- D. The Artist represents and warrants to the Owner that the Work will not contain sharp points or edges which may pose a danger to the public and the Artist agrees to cooperate in making or permitting adjustments to the Work if necessary to eliminate any sharp points or edges which become apparent within one year of the date the Work is finally accepted by the Owner.
- E. The Artist represents and warrants to the Owner that the Work is solely the result of the artistic efforts of the Artist and that it will be installed free and clear of any liens, claims or other encumbrances of any type from any source whatsoever.
- F. The personal skill, judgment and creativity of the Artist are essential elements of this Agreement. Therefore, although the parties recognize that the Artist may employ qualified personnel to work under the Artist's supervision, the Artist shall not assign, transfer or subcontract the creative and artistic portions of the Work to a person other than the Artist without the prior written consent of the Owner's authorized representative.
- G. The Artist represents and warrants to the Owner that the Work will be a unique placement and the sculptures in the Work do not infringe upon any copyright. The Artist will not execute or authorize another to execute a duplicate Work consisting of a sculpture of the exact same design and dimensions as the Work for placement anywhere in the State of Florida. In view of the intention that the final Work shall be unique and shall constitute the artistic expression of the Artist, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Work, with the exception of the model(s) used in the process of developing the approved sculpture, nor shall the Artist grant permission to others to do so except with the written permission of the Owner. However, nothing shall prevent the Artist from making two dimensional reproductions of the Work for any purpose or from creating future artworks in the Artist's manner and style of artistic expression for any purpose. For the purposes of this warranty, if the dimensions of another artwork exceed 75% of the dimensions of the commissioned Work, the other artwork shall be deemed to be of the same dimensions as the commissioned Work. This warranty shall continue in effect for a period consisting of the life of the Artist plus 50 years and shall be binding on the Artist's heirs and assigns.
- H. The Artist agrees that the Artist or other's acting on behalf of the Artist will not make reference to or reproduce the Work, or any portion thereof, in a way which reflects discredit on the Owner or the Work.

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SECTION V - OWNER'S RESPONSIBILITIES

- A. Upon request by the Artist, the Owner shall furnish the Artist, at no cost to the Artist, the following information or services, provided however that the Owner does not guarantee the accuracy of information provided and assumes no liability therefore:
 - 1. One (1) copy of all available data pertinent to the Work, and information relative to policies, standards, criteria, and studies relating to the Work. However, the Artist shall be responsible for searching the records and requesting the information required.
- B. The Owner shall promptly examine all materials and information submitted by the Artist to the Owner for approval and acceptance and shall take all actions and render all decisions promptly to avoid unreasonable delay in the progress and acceptance of the Design Proposal, Engineering Drawings and the Artist's Work. The Owner shall keep the Artist advised concerning the progress of the Owner's review of any and all materials and information submitted by the Artist to the Owner and of the Work. Response by the Owner to the Artist's written request for decisions shall be made as soon as possible but in any event within the timeframes mandated by this Agreement.
- C. The Owner shall pay the Artist on a timely basis in accordance with the Local Government Prompt Payment Act, Section 218.70, *Fla. Stat, et. seq*, and the terms and conditions of this Agreement and shall not modify, repair or use the Work or the Artist's name in any manner that reflects discredit on the Work or on the name of the Artist or on the reputation of the Artist.
- D. In view of the parties' intention that the Work shall constitute the artistic expression of the Artist and that all right, title and interest in and to any and all intellectual property associated with the Work shall not make and shall not permit any third party to make, any additional, exact duplicate two or three-dimensional reproductions of the final Work, including but not limited to any sculptures, drawings, paintings, photographs or other images except with the written permission of the Artist. Notwithstanding the foregoing, the Owner may make and use two-dimensional reproductions of the Work with proper attribution to the Artist and the Artist for non-commercial publicity purposes to promote the Work as set forth herein.

SECTION VI – INSURANCE AND INDEMNIFICATION

A. Artist's Insurance.

Prior to commencement of any work pursuant to this Agreement, Artist shall obtain at Artist'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. Artist shall maintain such insurance in full force and effect during the life of this Agreement. Artist 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. Artist shall

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indemnify and save the City harmless from any damage resulting to it for failure of either Artist or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Artist 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	

If the Artist has no employees as defined by Florida Statutes and Regulations, and the Artist submits a letter so stating, this requirement may be waived in writing by the Owner; however, Artist shall be responsible for obtaining a waiver for Worker's compensation coverage from the State of Florida Division of Workers' Compensation.

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Artist 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 Artist 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) day notice prior to cancellation.

The Artist's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Artist'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 Artist purchase a bond to cover the full amount of the deductible or self-insured retention. If the Artist is to provide professional services under this Agreement, the Artist must provide the City with evidence of Professional

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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.

B. Indemnification

1. The Artist 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 Artist 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.
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.
3. The Artist 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.
4. The City and Artist recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Artist 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 Artist. Furthermore, the City and Artist 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 Artist's responsibility to indemnify.
 - a. 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 Artist under the indemnification agreement.
 - b. 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.

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SECTION VII -- GENERAL CONSIDERATIONS

A. Records

Owner is a public agency subject to Chapter 119, Florida Statutes. The Artist shall cooperate with the Owner and shall provide to the Owner upon request contractual and financial information in its possession regarding the terms and conditions of this Agreement and the Work that may be reasonably required for the Owner to comply with Florida's Public Records Law.

B. Alteration in Character of Work

The goal of the parties is a Work which represents the creative talents of the Artist and satisfies the specifications of the Owner. The parties recognize that they must consult closely in order to accomplish these goals and that changes in the design may become desirable as the Work is fabricated, under the Artist's personal supervision, in conformity with the approved Design Proposal attached to and made a part of this Agreement as Exhibit "A". The Work shall not deviate from the approved Design Proposal unless the change is approved in advance in writing by the Owner or an authorized representative and by the Artist or its authorized representative.

C. Termination

The Owner and the Artist hereby agree to the full performance of the covenants contained herein, except that until such time as the Owner has been notified that the fabrication of the Work is substantially complete and ready for shipment, the Owner reserves the right, at its discretion and without cause, to terminate or abandon the services to be provided by the Artist to the Owner under this Agreement, or abandon any portion of the project for which services have been performed by the Artist.

1. In the event the Owner shall terminate all or any part of the services to be performed by the Artist and/or of the Work to be fabricated by the Artist under this Agreement as permitted by this Section "C", the Owner shall notify the Artist in writing, and immediately after receipt of such notice (the "Termination Date"), the Artist shall discontinue performing work or services and fabricating the Work under this Agreement.
2. Upon such termination or abandonment, the Artist shall retain all work and materials completed with respect to the Work as of the date to termination by the Owner without offset.
3. The Artist shall determine the percentage of work completed as of the Termination Date and shall submit its determination to the Owner for evaluation. The Owner shall have the right to inspect the Artist's work to verify the percentage of work completed.

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4. The Artist shall receive a fee for the percentage of the Work actually completed as compensation in full for services performed to the date of such termination. This fee shall be at least equal to any project related payments owed to the Artist and to the Artist's suppliers and subcontractors for work, labor, services and/or materials supplied, and shall be in an amount to be agreed upon mutually by the Artist and the Owner. The Owner shall pay all such amounts owed to the Artist within thirty (30) days of the Termination Date
5. The Artist may terminate this Agreement only if the Owner should substantially fail to perform its responsibilities as provided herein, including but not limited to its obligation to pay the Contract Amount and each installment on a timely basis.
6. The death or incapacity of the Artist that renders him/her permanently disabled at any time prior to substantial completion of fabrication of the Work may, in permit the Owner, in its sole discretion, to terminate this Agreement. In the event that the Owner elects to terminate the Agreement as a result of the death or permanent disability of the Artist prior to substantial completion of fabrication of the Work, neither the Artist nor the Artist's estate shall have any further right to perform the obligations under this Agreement absent the Owner's written consent. In the event of such termination, the Owner shall pay to the Artist the full Contract Amount not previously paid reduced by the amount of commercially reasonable, additional costs, if any, which shall be incurred by the Owner by reason of such termination. The Owner shall provide written documentation in a form acceptable to the Artist's certified public accountants to document any such additional costs.
7. In the event that the Work is substantially complete at the time of the Artist's death or permanent disability as stated above, there shall be no termination of the Agreement and the Artist shall complete the Work utilizing its skilled artisan staff and deliver and install the Work in accordance with the approved Design Proposal and Engineering Drawings.

D. Communications

Except as otherwise stated in this Agreement, all notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered by email with a received digital confirmation, or personally or sent by registered or certified mail, return receipt requested, postage prepaid, or by air or courier services, or if delivered personally by messenger as follows:

If the Owner, to:

City Manager
City of Tamarac

AGREEMENT – THE GLASS ARTIST

7525 N.W. 88th Avenue
Tamarac, FL. 33321-2401

With a copy to:

Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P. A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

If the Artist, to:

The Glass Artist
Zachary M. Knudson
3700 NW 124 Ave., Suite 111
Coral Springs, FL 33065

E. Additional Work

Additional work not contemplated by the final Design Proposal and Engineering Drawings, when authorized by the Owner or an authorized representative in writing, shall be compensated for by a fee to be mutually agreed upon between the Owner and the Artist.

F. Ownership and Reproduction Rights

1. Title to the Work shall pass to the Owner upon written notice to the Artist of final acceptance of the Work after installation at the Site.
2. The Artist retains: (1) all right, title and interest in all intellectual property associated with the Work, including but not limited to all rights to the design of the Work, all rights to all copyrights with respect to the Work under the Copyright Act of 1976, 17 U.S.C. & 101, et seq., as amended by the Visual Artists Rights Act of 1990, and any successor act, and all moral rights; and (3) all rights expressly granted in this Agreement.
3. The Artist hereby grants the Owner the sole and exclusive right to display the Work, and two-dimensional reproductions of the Work, and upon the prior consent of the Artist, which consent shall not be unreasonably withheld, to loan the Work and such reproductions to others with authority to display it publicly with proper attribution to the Artist. Except for those rights retained as provided herein, the Artist agrees that the Artist shall not undertake any public display of the Work in a three dimensional form.

AGREEMENT – THE GLASS ARTIST

4. With the Artist's prior, written consent, the Artist hereby authorizes the Owner to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Work for educational, public relations, arts promotional, non-commercial purposes. For the purposes of this Agreement, the following are among those deemed to be reproductions for non-commercial purposes: brochures and pamphlets pertaining to the Owner; reproduction in exhibition catalogues, books, slides, photographs and in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational nature; electronic media and television from stations operated for educational purposes. On any and all such reproductions, the Owner shall place a copyright notice in the form and manner required to protect the copyright in the Work under the United States copyright law, the Berne Convention and any and all copyright international conventions as may be enacted and/or amended from time to time.
5. All references to the Work and all reproductions of the Work shall credit the Work to the Artist unless the Artist makes a specific written request to not include the Artist as part of the credit.
6. The Artist agrees that all formal references to the Work and noncommercial reproductions of the Work under the Artist's control shall include the following credit line: "A Public Art Commissioned for the City of Tamarac, Florida."

G. Repair and Restoration

Except as otherwise set forth in this Agreement, maintenance of the Work after installation of the Work at the Site and the Owner's written acceptance of the Work shall be the responsibility of the Owner. The Owner shall maintain the Work and/or make minor or emergency repairs without the Artist's approval or consultation, provided such work is performed in accordance with recognized principles of conservation as determined by the Artist. It will be policy of the Owner to consult with the Artist regarding repairs and restoration which are undertaken during the Artist's lifetime when that is practicable only when such work does not comply with the maintenance guidelines provided by the Artist. To facilitate consultation, the Artist will notify the Owner of any change in the Artist's permanent address. If the Artist is unable or unwilling to perform any necessary repairs or restoration, the Owner will cause to have such work performed at the Owner's own expense in accordance with the Artist's the specifications for maintenance and repair contained in the Technical and Mechanical Record and in the As-Built Drawings attached to this Agreement as Exhibits "C" and "D", respectively. It is expressly acknowledged and agreed by the parties that due to the materials used in the fabrication of the Work, its size, weight and mass, a failure by the Owner to maintain and/or repair the Work in accordance with the maintenance and repair specifications provided to the Owner by the Artist in the "As Built" Drawings and Technical and Maintenance Record attached as Exhibits may result in a loss of structural integrity that may pose a hazard to public health and safety over time.

AGREEMENT – THE GLASS ARTIST

H. Removal or Relocation

Notwithstanding any provision of law, the parties agree that removal, destruction or relocation of the Work may occur. While it is the Owner's intent to permanently retain and publicly display the Work it has acquired through the Public Art program, circumstances may arise that would make it prudent for the Owner to remove the Work from public display. The Artist hereby acknowledges that the Work when installed, will be incorporated within and made a part of the Site in such a way that removing the Work from the Site, or destruction or modification of "Site" may cause the destruction, distortion or mutilation, of the Work. The Artist hereby acknowledges that the Work, when installed, will be the property of the Owner. The Artist therefore agrees that the Owner shall have absolute right incidental to its ownership of the Site and the Work to remove, relocate, replace, transport, transfer, sell, or store the Work, (such actions being referred to herein as "Removal"), or to destroy, (such actions being referred to herein as "Destructions"), the Work at such times as the Owner shall deem necessary in order to exercise its powers and responsibilities with respect to the Site. The Owner shall notify the Artist in writing no less than 90 days in advance of such removal. In the event of any damage whatsoever to the Work, the Artist reserves the right to withdraw attribution of the Work to the Artist.

I. Public Hazard

In the event that the Owner determines that the Work presents an imminent hazard to the public, the Owner may authorize the removal of the Work without approval of the Artist. The Artist shall be notified within thirty (30) days of such action, and the Owner shall then consider options for the final disposition, repair, reinstallation, maintenance or deaccession of the Work. In the event of any damage whatsoever to the Work or deaccession of the Work, the Artist reserves the right to withdraw attribution of the Work to the Artist.

J. Successors and Assigns

The Owner and the Artist shall each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the Owner nor the Artist shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

K. Covenant Against Contingent Fees

The Artist represents and warrants to the Owner that to the best of its knowledge, no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, and that no member of the Owner or any employee of the Owner has any interest,

AGREEMENT – THE GLASS ARTIST

financially or otherwise, in the Artist's business.

The Owner represents and warrants to the Artist that to the best of its knowledge, no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, and that no member of the Owner or any employee of the Owner has any interest, financially or otherwise, in the Artist's business.

L. Non-Discrimination & Equal Opportunity

The Artist is an equal opportunity employer and 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. The Artist will take affirmative action to ensure that employees 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. 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 Artist shall agree to post in conspicuous places, available to employees and applicants for employment, appropriate legal notices as required by law.

The Owner is an equal opportunity employer and 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. The Owner will take affirmative action to ensure that employees 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. 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 Owner shall agree to post in conspicuous places, available to employees and applicants for employment, appropriate legal notices as required by law.

M. Independent Existence

The parties acknowledge and agree that this Agreement is not intended to and does not create a joint venture or partnership or any business entity or combination of any kind between the parties and that neither party has the right to contract on behalf of or to bind the other party by virtue of having entered into and performing their respective obligations under this Agreement. The parties further acknowledge and agree that this Agreement is not intended to create and does not create an employee/employer

AGREEMENT – THE GLASS ARTIST

relationship between the Parties or between the Owner and Artist or between any person employed by the Artist in any capacity or between the Artist and any person employed by the Owner in any capacity. It is the intent of the Parties that the Artist is an independent Artist under this Agreement and not the Owner's employee for any purposes. The Artist shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Artist's activities and responsibilities. Each party shall be solely responsible for payment of all wages (including overtime pay), mandatory withholds and benefits to and/or on behalf of their respective employees and neither party shall assume or be deemed to have assumed any responsibility whatsoever for any wages or other compensation whatsoever that may be due or claimed to be due to any employee of the other party, including but not limited to any obligation arising under the Fair Labor Standards Act, 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. .

N. Force Majeure

If either party shall be delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the party (financial inability excepted), performance of that act shall be excused, but only for the period of the delay. The time for performance of the act shall be extended for a period equivalent to the period of delay.

O. Immigration Reform and Control Act of 1986

The Artist understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 to the Artist. The Artist agrees to comply with the Immigration Reform and Control Act of 1986 in performing work under this Agreement and to permit the Owner to verify such compliance. The Owner understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 to the Artist. The Owner agrees to comply with the Immigration Reform and Control Act of 1986 in performing work under this Agreement and to permit the Artist to verify such compliance.

P. 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.

AGREEMENT – THE GLASS ARTIST

Q. Jurisdiction

It is mutually understood and agreed that this Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted in the appropriate state court located in Broward County, Florida

R. Merger; Amendment

This Agreement and all Exhibits together with all other contract documents executed between the parties with respect to the Work (the "Contract Documents") constitute the entire Agreement between the Artist and the Owner, and negotiations and oral understandings between the parties are merged in the Contract Documents.. This Agreement can be supplemented and/or amended only by a written document executed by both the Artist and the Owner.

S. 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.

This Agreement shall be in full force and effect only when it has been approved and executed by the Artist and the duly authorized Owner officials.

AGREEMENT – THE GLASS ARTIST

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 201____.

CITY:
CITY OF TAMARAC, FLORIDA

BY: _____
MAYOR HARRY DRESSLER

BY: _____
MICHAEL C. CERNECH, CITY MANAGER

ATTEST:

PATRICIA TEUFEL, CMC, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

ARTIST:
THE GLASS ARTIST

BY: [Signature]
ZACHARY M. KNUDSON

STATE OF _____)
COUNTY OF BROWARD) ss.:

On the 6th day of JANUARY, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared., residing at 2316 BAY DRIVE MIAMI BEACH FL, ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public
My Commission Expires:
Registration No.:

AGREEMENT – THE GLASS ARTIST

EXHIBIT A – ARTIST’S FINAL DESIGN PROPOSAL AND SCHEDULE

Contract No.
Between The City of Tamarac, Florida
And The Glass Artist

SUBMITTED BY:

Artist

Date

APPROVED:

Authorized agent for The City of Tamarac

Date

AGREEMENT – THE GLASS ARTIST

EXHIBIT A -- TAMARAC VETERANS TRIBUTE WALL PERFORMANCE SCHEDULE

The Artist shall design, fabricate, provide and install a Tribute Wall in accordance with the approved glass design work, drawings, specifications and materials.

Project Tasks and Schedule

Artist will provide a glass Tribute Wall of eight (8) pieces of 30" x 6'4", 3/4" glass columns with an angled top etched with names, dates, and ranks with slight texture. The Veterans Tribute Wall shall include two photo etched glass panels of equal size, aluminum base plate, bolted into concrete slab with white LED lighting shining through base into glass at night. All electrical work shall be included. The Wall shall consist of two (2) columns with etchings of images approved the PAC and six (6) columns shall have names of Veteran's that served and have lived or live in Tamarac as provided by the City. This shall include approximately five hundred (500) names as per sample provided by the City.

Work also includes production fee, photo etching (glass design work); hardware; sandblasting; installation of light bars; welding; engineering; electrical design work and installation; and fabrication of concrete pad. It will include all materials to complete the project such as but not limited to – tempered ¾ glass, light bars and concrete slab.

Phase I – 50 %

Due: 2016

ARTIST will hire engineer and begin final planning, CAD drawings, and apply for permit(s).

ARTIST shall provide engineered drawings and detailed information regarding materials, design, appearance and construction procedures for approval by the Committee and the Building Department.

ARTIST shall place order for materials upon approval of engineered drawings.

Deliverables: Obtain permit by the Building Department and approval by Building Department and the Committee. Final Plans, CAD drawings, fabrication documents, engineering documents and permit(s). Complete ordering of materials and begin taking delivery.

Action by Tamarac: Review information and engineered drawings provided by Artist for compliance with desired design, appearance and materials. Review and acceptance of deliverables.

Payment for Completion of Services: \$ 44,400

Phase II – 25%

Due: 2016

ARTIST shall take delivery of materials and begin fabrication. Artist shall supply progress photos as well as weekly updates and provide shop visits upon request. Artist shall submit to Owner written progress reports on a monthly basis, no later than the 5th day of each month. The report shall include photographs, slides or other acceptable documentation substantiating the fabrication of the Work has been completed in accordance with the Design Proposal and Engineered Drawings.

Any changes to the Design proposal or Engineered Drawings shall be approved by the Owner shall be evidenced by the execution of a written amendment to the Agreement signed by both parties.

AGREEMENT – THE GLASS ARTIST

Action by Tamarac: Conduct shop visits and review photos for progress.

Payment Upon Completion of Services: \$ 22,200

Phase III – 25% - Final Payment

Due: May 16, 2016

Payment Upon Completion of Services: \$ 22,200

ARTIST shall complete the fabrication of the Veterans Tribute Wall in accordance with the detailed plan, design, appearance, materials, and construction procedures in as set for the in the Engineered Drawings and as approved by the Committee and the Building Department. Progress photos shall be provided during the process, as well as weekly updates and inspections by the City. Artist shall provide but not be limited to, technical and maintenance information, "As Built" drawings for use in maintaining and repairing the Work in the format provided in the Exhibits, information regarding copyright of the Work by the Artist, updated biographical information, and a statement regarding the Work.

Action by Tamarac: Review construction progress by Artist for compliance with desired design, appearance and materials and receipt of warranty information and maintenance instructions.

Payment Upon Completion of Services: \$ 22,200

AGREEMENT – THE GLASS ARTIST

EXHIBIT B – ENGINEERING DRAWINGS Contract No. 0000 Between the Owner and The Glass Artist

[See Attached]

AGREEMENT – THE GLASS ARTIST

EXHIBIT C - FORMAT FOR TECHNICAL AND MAINTENANCE RECORD

Contract No. 00000
Between the Owner
And
The Glass Artist

I. GENERAL INFORMATION:

Artist: The Glass Artist

Title of Work: Veterans Tribute Wall

Location: Veterans Park
(Located at University Drive and Southgate Avenue in Tamarac, Florida)

General Description:

II. WORK INFORMATION

In-depth information for overall project and for each individual element

Medium and Description of Materials (include materials thickness,)

Special Methods Utilized in Execution of Work ()

Material Finish ()

Installation Method(s) (foundation installation structure, bolt/pin size, grout)

Placement of Work (cautions regarding sunlight, heat, etc.)

III. VENDORS/PARTS/STORAGE (includes supplier's name, address and phone number, description for all components of project, attach copies of manufacturer specifications whenever possible)

IV. REGULAR MAINTENANCE SCHEDULE (include cleaning agents and recommended cleaning procedure, yearly maintenance schedule for the entire piece and recommended procedure to check any electrical or mechanical parts that are integrated in this work)

V. SPECIAL CONSIDERATIONS AND/OR ADDITIONAL PERTINENT INFORMATION

AGREEMENT – THE GLASS ARTIST

EXHIBIT D - AS- BUILT DRAWINGS FOR MAINTENANCE AND REPAIR OF THE WORK

[See Attached]







Title - TR12739 - Amending Charitable Entities

A Resolution of the City Commission of the City of Tamarac, Florida, amending Resolution R-2012-125, by specifically adding to and deleting from the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship; providing for an amended Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time, for the expressed purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability and providing for an effective date.

Commission District(s):

City-wide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR # 12739 Amending Charitable Entities MEMO	12/30/2015	Cover Memo
▣ TR12739 - Resolution	1/5/2016	Resolution

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: December 16, 2015

FROM: Mark C. Mason, 
Director of Financial Services

RE: TR #12739 – Amending
Charitable Entities

Recommendation:

I recommend that TR #12739 amending the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship be placed on the January 13, 2016 regular agenda for approval by the City Commission.

Issue:

Staff has received requests by the elected officials to amend the list of charitable entities that are recognized as being formally approved by the City of Tamarac.

Background:

The City of Tamarac has a rich history of sponsoring charitable organizations within the community. On October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the “Code of Ethics”), which implemented a Code of Ethics for elected municipal officials.

The Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations. Specifically, Section 1-19(C)(5)(A)(4) of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are formally approved by the elected official’s municipality.

So, on May 9, 2012, the City Commission approved Resolution No. R-2012-61 adopting a list of entities with which the City has formally approved relationships.

Resolution No. R-2012-61 was subsequently amended by Resolution No. R-2012-125 on November 14, 2012 by adding to the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship.

Over the course of the past two months, the City Commission has reviewed the existing list of charitable entities approved as part of Resolution No. R-2012-125 and there have been requested additions and deletions to the list of charitable entities. Following is a schedule of the requested changes:

Additions:

- Humane Society of Broward County
- Nine Muses Art Center of Broward County
- Tamarac Cougars
- United Managed Care, Alzheimer's Support Group, Inc.
- Wounded Warriors

Deletion:

- Brookwood Florida East

Name Change:

- Women In Distress of Broward County - added the underlined.

Fiscal Impact:

There is no fiscal impact to the city.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R - 2016 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING RESOLUTION R-2012-125, BY SPECIFICALLY ADDING TO AND DELETING FROM THE LIST OF CHARITABLE ENTITIES WITH WHOM THE CITY OF TAMARAC RECOGNIZES A FORMALLY APPROVED RELATIONSHIP; PROVIDING FOR AN AMENDED EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN, AS MAY BE AMENDED FROM TIME TO TIME, FOR THE EXPRESS PURPOSE OF COMPLIANCE WITH SECTION 1-19(C)(5)(A)(4) OF THE BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the "Code of Ethics"), which implemented a Code of Ethics for elected municipal officials; and

WHEREAS, the Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations; and

WHEREAS, Section 1-19(C)(5)(A)(4) of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are formally approved by elected official's municipality; and

WHEREAS, on May 9, 2012, the City Commission approved Resolution No. R-2012-61 adopting a list of entities with which the City has formally approved relationships; and

WHEREAS, on November 14, 2012, the City Commission approved Resolution No. R-2012-125 amending Resolution R-2012-61 by adding to the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, the City of Tamarac has a rich history of formally approving charitable organizations within the community and seeks to amend the previously adopted list of entities with which the City of Tamarac has a formally approved relationship with to include those entities listed in Amended Exhibit "A", attached hereto and incorporated herein, as may be

amended from time to time, to ensure compliance with the Code of Ethics; and

WHEREAS, the City Commission finds that the formally approved charities and events organized by and promoted by those entities listed on Amended Exhibit "A" is in the best interest of the health, safety, and welfare of the residents and citizens of the City of Tamarac; and

WHEREAS, the City Commission deems it beneficial to amend Resolution No. R-2012-125 to include the entities listed in Amended Exhibit "A".

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 and referenced herein are incorporated and made a specific part of this Resolution.

Section 2. The City Commission of the City of Tamarac, Florida, hereby amends Resolution No. R-2012-125 to hereby amend the City of Tamarac's list of entities with which it has a formally approved relationship to include those entities listed in Amended Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time, for the express purpose of ensuring compliance with Section 1-19(C)(5)(A)(4) of the Code of Ethics for elected municipal officials.

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 _____, 2016.

ATTEST:

HARRY DRESSLER, MAYOR

PATRICIA TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN, CITY ATTORNEY

AMENDED EXHIBIT A TR 12192

ORGANIZATION
Aging & Disability Resource
Alzheimer's Association
American Cancer Society
American Red Cross
ARC Broward
Art Serve
Broward Coalition Homeless
Broward Education Foundation
Broward Health (Gold Coast Hospice)
Broward Homebound Program
Broward Outreach Center
Family Central
First Call for Help
Florida Special Arts Center
Gilda's Club
<u>Humane Society of Broward County</u>
Kids in Distress
Kids Voting Broward
Lakes Alzheimer's Foundation
Lighthouse of Broward
Mental Health Association of Broward
Nine Muses Art Center of Broward County
Social Services
Susan G. Komen for the Cure
Tamarac Bulldogs
Tamarac Challenger Baseball
Tamarac Chamber of Commerce
Tamarac Cougars
Tamarac Historical Society
Tamarac Parks & Rec Foundation
Tamarac Theatre Performing Arts
United Managed Care, Alzheimer's Support Group, Inc.
United Way
Women In Distress of Broward County
Wounded Warriors



Title - TR12698 - Grant Agreement: FRDAP-Sunset Point Park Phase 1

A Resolution of the City Commission of the City of Tamarac, Florida, accepting a grant award in the amount of \$50,000 from the Florida Department of Environmental Protection (FDEP), Florida Recreation Development Assistance Program (FRDAP); authorizing the appropriate City officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$50,000 for the development of Sunset Point Park Phase 1; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
▣ Cover Memo	12/22/2015	Cover Memo
▣ Reso TR#12698	12/22/2015	Resolution
▣ Exhibit A	12/22/2015	Exhibit
▣ Exhibit B	12/22/2015	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT

TO: Michael C. Cernech, DATE: December 22, 2015
City Manager

THROUGH: Mark Mason,
Financial Services
Director

RE: TR# 12698: Accepting and authorizing the
execution of the grant agreement for a
2015 Florida Recreation Development
Assistance Program (FRDAP)
funds for Sunset Point Park Phase 1

FROM: Michael Gresek, 
Grants Administrator

Recommendation:

The Director of Financial Services recommends the above referenced item be placed on the agenda for the January 13, 2016 City Commission Meeting.

Issue:

The City of Tamarac received notice it was awarded a \$50,000 grant through the Florida Department of Environmental Protection for the development of Sunset Point Park. The agreement needs to be accepted and executed before funds will be available for disbursement.

Background:

The Florida Department of Environmental Protection (FDEP), through the Florida Recreation Development Assistance Program (FRDAP), provides grants to municipalities to acquire or develop land for public outdoor recreation. Grants of up to \$50,000 are available to provide outdoor recreation opportunities to the public.

Accordingly, staff pursued this potential funding opportunity for the above capital improvement program (CIP) project. This year, the Governor signed the 2015-2016 budget appropriating \$5.5 million for FRDAP grants for small development projects of \$50,000 or less. To be eligible for funding, projects must provide development for public outdoor recreation.

The development of Sunset Point Park meets these FDEP criteria and was awarded a \$50,000 grant award. Specifically, the award provides \$50,000 in funding for Sunset Point Park Phase 1, which is for the provision of a picnic shelter with shade structure. Additional development of the park includes such amenities as exercise stations, refurbishment of the multi-use trail, a playground with shade structure, and landscaping as part of the City's CIP schedule. The notice of award is included in the attached Resolution as Exhibit A.

The attached Resolution accepts the agreement and authorizes the appropriate City officials to execute the necessary documents with FDEP. A copy of the agreement with attachments is included in the attached Resolution as Exhibit B.

Fiscal Impact:

The FRDAP grant is provided through FDEP. The grant award is \$50,000. As such, this is a reimbursement grant program and no match is required as a condition to accept the funds. The project is included in the City's FY15 Adopted CIP Budget, under GP15D: Sunset Point Park Renovations in the amount of \$450,000.

Once fully executed by both parties, the City has until April 30, 2018 to spend the funds.

C: Greg Warner, Jack Strain, Christine Cajuste, Marianela Diaz

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF \$50,000 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROJECT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF TAMARAC FOR GRANT FUNDING IN THE AMOUNT OF \$50,000 FOR THE DEVELOPMENT OF SUNSET POINT PARK PHASE 1; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of 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 Florida Department of Environmental Protection (FDEP), through the Florida Recreation Development Assistance Program (FRDAP), provides grants to local governments to acquire or develop land for public outdoor recreation; and

WHEREAS, the City of Tamarac was awarded a FRDAP Program grant for the development of Sunset Point Park Phase 1 as indicated in the July 9, 2015 correspondence from FDEP attached hereto as Exhibit A which is incorporated herein by this reference; and

WHEREAS, the Director of Financial Services and the Director of Parks and Recreation recommend acceptance of these grant funds and execution of the project agreement between FDEP and the City of Tamarac for development of Sunset Point Park Phase 1 in the amount of \$50,000, and is attached hereto as Exhibit B which is incorporated herein by this reference; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept FRDAP grant funding and to execute the FRDAP grant agreement in the amount of \$50,000 for the development of Sunset Point Park Phase 1.

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 incorporated herein and made a specific part of this Resolution.

Section 2: The City Commission of the City of Tamarac HEREBY accepts the FRDAP grant award of \$50,000 from FDEP.

Section 3: The appropriate City Officials are HEREBY authorized to accept the FRDAP grant award and execute the grant agreement between the City of Tamarac and FDEP in the amount of \$50,000 for the development of Sunset Point Phase 1.

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, or 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 application of this Resolution.

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2016.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
Approved this Resolution as
to form.

SAMUEL S. GOREN
CITY ATTORNEY

Michael Gresek

From: Bright, Angie <Angie.Bright@dep.state.fl.us>
Sent: Thursday, July 09, 2015 10:29 AM
To: Bright, Angie; Baldwin, Town of (lulah@comcast.net); cityoflawtey@embarqmail.com; Bonifay, City of (rjones@wfeca.net); leemanager@leeflorida.org; Bowling Green, City of (jconerly@bowlinggreenfl.org); chuck.hitchcock@cityofmadisonfl.com; brad_carter@bradfordcountyfl.gov; mell@mexicobeachgov.com; brian.watkins@ci.milton.fl.us; Noma, Town of (wfe@digitalexp.com); Orange park, Town of (thyder@townop.com); Ponce de Leon, Town of (townpdl@gmail.com); Santa Rosa, County (sheilaf@santarosa.fl.gov); Southwest Ranches, Town of (emccord@swranches.org); Michael Gresek; Trenton, City of (tbrown@trentonflorida.org); Wausau, Town of (wausau@Wfeca.net); mpeavy@wildwood-fl.gov; codeenforcement@townofzolfo.com; Lake Hamilton, City of (planner@townoflakehamilton.com); City Manager; mayor@keycolonybeach.net; kswartzlander@hollyhillfl.org; gracevilleclerk@wfeca.net; Bobby Crosby; Grivera@fortlauderdale.gov; Cottondale, City of (theresa@cityofcottondale.net); ccityhall@cfl.rr.com; Cinco Bayou, Town of (nelldykes@cincobayou.com); Chipley, City of (pyates@cityofChipley.com); Kristin Brown; bhickle@cityofbushnellfl.com; ljwilliams@bunnellcity.us
Subject: IMPORTANT - FRDAP Award Announcement (FY 2015-2016) & Work Plan Information Request
Attachments: BLANK FRDAP Project Work Plan.docx
Importance: High
Follow Up Flag: Follow up
Due By: Monday, July 13, 2015 11:30 AM
Flag Status: Flagged

July 9, 2015

Hello:

Congratulations! Your application(s) has been selected by the 2015 Legislature for funding. The Legislature has given the FRDAP grants \$5,491,500. The language for this appropriation directs the funds to all of the projects in the Small Project Development category (\$50,000 or less).

In an effort to be ready to hit the road running come August 1st, our office will need to **update the attached information** that was submitted with your application. This will be *Attachment 1* to your project agreement.

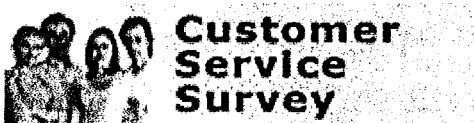
Please review your proposed elements or facilities to be built as listed in your application and transfer that information to the project Work Plan. *What you list on your Work Plan will dictate what costs you will be reimbursed for when your project has been completed.*

Please email me your information by **July 31, 2015**. If you have questions, email angie.bright@dep.state.fl.us or call (850) 245-2501.

Best Regards,

Angela Bright
Community Assistance Consultant
Land and Recreation Grants
3900 Commonwealth Blvd., MS 585
Tallahassee, FL 32399-3000
Main: 850-245-2501
angie.bright@dep.state.fl.us

Please take our Customer Survey to provide feedback on our services!
Office of Operations Customer Survey



DEP AGREEMENT NO. A6080

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
AGREEMENT FOR FISCAL YEAR 2015-2016
DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES

THIS AGREEMENT is entered into between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the **CITY OF TAMARAC**, whose address is **7525 NW 88th Avenue, Tamarac, FL 33321** (hereinafter referred to as "Grantee"), a local government, in furtherance of an approved public outdoor recreation project known as **Sunset Point Park Phase I, Project Number A16080**. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

In consideration of the mutual covenants contained herein and pursuant to Florida Statute, section 375.075, **OUTDOOR RECREATION; FINANCIAL ASSISTANCE TO LOCAL GOVERNMENTS**, and Florida Administrative Code, chapter 62D-5, the parties hereto agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in "**Attachment A, Grant Work Plan**", including all attachments and exhibits named herein, which are attached hereto and incorporated by reference.

Administrative Forms and Reimbursement Forms referenced in this Agreement may be found at www.dep.state.fl.us/parks/oirs/ or by contacting the Department's Grant Manager.

Prior to commencement of project, the Grantee shall submit to Department for approval all documentation and completion of responsibilities listed on "**Attachment B, Commencement Documentation Checklist**" attached hereto and incorporated by reference. Upon satisfactory approval by the Department, the Department will issue written notice to Grantee to commence the project. Unless and until the Department issues written notice of approval authorizing Grantee to commence the project, Grantee shall not incur nor charge, and the Department shall not be obligated to pay or reimburse Grantee for fees, cost, or general expenses of any kind, which incurred during the commencement approval period.

Land owned by the Grantee, which is developed or acquired with grant funds shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public as stated in Florida Administrative Code, section 62D-5.059(1). Land under control other than by ownership of the Grantee, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the project completion certificate. The project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

2. **PERIOD OF AGREEMENT:**

This Agreement shall become effective upon execution by both parties and the Grantee shall complete development of the project site by **April 30, 2018** and shall remain in effect until, inclusive.

3. **FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for cost pursuant to FRDAP guidelines regarding approved pre-agreement costs, through the expiration date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of State funds, hereby adopted and incorporated by reference.

- A. As consideration for satisfactory performance rendered by the Grantee under FRDAP guidelines and the terms of this Agreement, the Department shall pay the Grantee on a reimbursement basis up to a maximum of **\$50,000.00**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. It is further understood that grant funds may be revised by the Department due to the availability of program funds. Grant awards are contingent upon appropriation by the Legislature. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, "Payment Request Summary Form"**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and/or pursuant to the FRDAP guidelines.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
 - i. Salaries/Wages – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed in **Attachment C**.
 - ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits – Shall be calculated at the rate up to **40%** of direct salaries.

- b. Indirect Cost – Shall be calculated at the rate of **15%** of direct cost.
 - iii. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iv. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.
- E. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The

Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

- G. If the total cost of the project exceeds the grant amount, and/or the required match, as applicable, the Grantee must pay the excess cost.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment E, "Project Status Report"**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "reporting period" shall reflect the reporting period ending May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

The Department shall retain ten percent of the grant until the Grantee completes the project and the Department approves the completion documentation, pursuant to FRDAP requirements and additionally set forth in paragraphs 62D-5.058(6)(g) and (7)(d), Florida Administrative Code.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee

shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements contained herein, the Grantee shall comply with the applicable provisions contained in **Attachment F, "Special Audit Requirements"**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract.

Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee is responsible for the expenses and liabilities incurred under any contracts that the Grantee enters into with its subcontractors.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. **SIGNAGE:**

Grantee must erect a permanent information sign on the project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the project is complete. The sign must be installed on the project site and approved by the Department before the final project reimbursement request is processed.

15. **LOBBYING PROHIBITION:**

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

16. **COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal and state laws, and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal and state laws, and local health and safety rules and regulations. The Grantee further agrees to include this provision in all

subcontracts issued as a result of this Agreement.

17. **NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

18. **CONTACTS:**

Any and all notices required by this Agreement shall be delivered to the parties at the following addresses:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is:

Angela Bright	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	850/245-2501
Fax No.:	N/A
E-mail Address:	angie.bright@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is:

Mr. Michael Gresek	
Grants Administrator	
City of Tamarac	
7525 NW 88th Avenue,	
Tamarac, FL 33321	
Telephone No.:	(954) 597-3562
Fax No.:	((954) 597-3560
E-mail Address:	Michael.Gresek@tamarac.org

19. **INSURANCE:**

To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

A. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement.

B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

If Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee, Grantee shall provide documentation of such self-funded insurance to the Department.

20. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

21. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. **EQUIPMENT:**

Reimbursement for equipment purchases is not authorized under the terms and conditions of this Agreement.

23. **CHANGE ORDERS:**

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget, shall require formal Amendment to this Agreement.

24. **QUALITY ASSURANCE:**

FRDAP funds will not be used for environmentally-related measurements or data generation on land under control of Grantee, which is being developed pursuant to this Agreement. The Grantee and subcontractors are exclusively responsible for quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives. All sampling and analyses performed under the direction of Grantee or subcontractor must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.).

Grantee and subcontractors are solely responsible for the quality assurance practices, compliance, reporting, negligence or wrongful acts of its employees and agents regarding the environmentally-related measurements, sampling, analyses and/or data generation on land developed pursuant to this Agreement. NOTE: "Sample" refers to samples that have been either collected or analyzed on land developed pursuant to this Agreement.

25. **DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

26. **LAND ACQUISITION:**

Grantee has acquired an interest and/or right to real property, described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement. The following language shall be included in a Lease and/or other legal instrument regarding the Grantee's interest and/or right to real property. Any applicable recording fees are the sole responsibility of the Grantee:

"Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions contained in a certain Grant Award Agreement (DEP Agreement No. **A6080**), which is attached hereto as Exhibit ____ and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the interests and/or rights to the Property in perpetuity and be binding upon Grantee and all successive owners

(and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of _____ County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent Lease or other written legal instrument by which Grantee transfers or conveys interest and/or rights or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants. Grantee further agrees to give written notice to DEP of a change or transfer of any interest in the Property at least 20 calendar days prior to the date of such change or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. **A6080**, the total funding amount paid by the State of Florida, and the Department's Grant Manager's name."

If for any reason the above language is not incorporated into the Lease or legal instrument by which the Grantee obtained an interest and/or rights to the Property, the Grantee shall execute a separate Declaration of Restrictive Covenant (using a template obtained from the Department of Environmental Protection) that shall run with the interest and/or rights to the Property. Requests for the Declaration of Restrictive Covenant template shall be directed to the DEP Office of General Counsel, Institutional Control Attorney, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Prior to recording, such Declaration of Restrictive Covenant shall be reviewed, approved, and counter-signed by the Department. Any applicable recording fees are the sole responsibility of the Grantee.

27. PHYSICAL ACCESS AND INSPECTION:

Department has the right to inspect the project and any and all records related thereto at any reasonable time. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

28. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall

create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. **SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF TAMARAC

**STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

By: _____
Title: *

By: _____
Secretary or designee

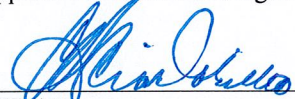
Date: _____

Date: _____

Angela Bright, DEP Grant Manager

Grantee Attorney

Approved as to form and legality:

 12/17/2015

DEP Attorney

FEID No.: 59-1039552

* Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report (2 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
GRANT WORK PLAN

Project Name: Sunset Point Park, Phase I
 Grantee Name: City of Tamarac

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements shown below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

TASK #1 Development of: Sunset Point Park, Phase I Task Description:	Amount of Costs to be Paid with Grants Funds	Amount of Costs to be Paid with Grantee Match	Deliverable and Documentation To Be Submitted Upon Completion and Before Reimbursement Can Be Approved
Primary project element: Picnic shelter w/ shade structure	\$50,000.00	Not Applicable No Match Required	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project
Support project element:			Notice of Limitation of Use Boundary Survey
TOTAL FUNDING AMOUNT	\$50,000.00	\$0.00	

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

***All work will be completed in accordance with the approved plans.**

INSTRUCTIONS FOR COMPLETING GRANT WORK PLAN:

DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED: Identify ALL elements that will be completed under this Agreement.

DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services)); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department).

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement



Florida Department of Environmental Protection

ATTACHMENT B
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
COMMENCEMENT DOCUMENTATION CHECKLIST

Required Signatures: No Signature

Following approval of these documents, the Department will issue written authorization to commence construction or acquisition of the project.

DEVELOPMENT COMMENCEMENT DOCUMENTATION

- ☐ 1. A professional site plan (detail specifications not required). A graphic document of the proposed development that shows the location of all existing and proposed buildings, facilities, etc. that is signed and dated by the project liaison. **If part of a larger simultaneous development or part of a phased project, please color code the current project elements and/or any phases/existing elements. (Site plan cannot be any larger than 11x17 or 14x17) (2 copies)**
- ☐ 2. Commencement Certification (Form DRP-107)
- ☐ 3. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be **signed and sealed** by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. (Survey cannot be any larger than 11x17 or 14x17) (2 copies)
- ☐ 4. The results of a title search **and** the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property **or** a copy of title insurance. **A warranty deed will not suffice. Ownership and Encumbrance (O&E) Reports are also not sufficient title documentation under the grant program.**
- ☐ 5. If land will be used as a match, send either a copy of the taxed assessed value or a complete appraisal (prepared in accordance with The Uniform Standards of Professional Appraisal Practices), supporting fair market value of land utilized as project matching funds. Appraisal must be no earlier than one year prior to the closing date of the application submission period. **The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL). (Approved list can be found at: www.dep.state.fl.us/lands/appraisal_list.htm or call 850-245-2658). (1 Copy)**
- ☐ 6. Certification of Insurance Form (Form DRP-127) at www.dep.state.fl.us/parks/OIRS.

ACQUISITION COMMENCEMENT DOCUMENTATION

- ☐ 1. An appraisal prepared in accordance with The Uniform Standards of Professional Practices, supporting fair market value of land to be acquired. If the property is \$500,000 or less in appraised value, one appraisal is required. If the property exceeds \$500,000 in appraised value, two appraisals are required. The appraisal(s) shall be dated no earlier than (6) months prior to the closing date of the application submission period. **The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL), (Approved list can be found at: www.dep.state.fl.us/lands/appraisal_list.htm or call 850-245-2658). (1 Copy)**
- ☐ 2. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. The survey must be updated to within one year of the closing date of the application submission period. **(Survey cannot be any larger than 11x17 or 14x17) (2 copies)**
- ☐ 3. The results of a title search **and** the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title by the owner, with no liens, encumbrances or taxes held against the property **or** a copy of title insurance. **A warranty deed will not suffice. Ownership and Encumbrance (O&E) Reports are also not sufficient title documentation under the grant program.**

Forms may be found at our website: www.dep.state.fl.us/parks/oirs



Florida Department of Environmental Protection

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

DEP USE ONLY

STATE FUNDING PARTICIPATION: _____%

Total project costs to date	\$
State Obligation to date	\$
State retainage (_____ %)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

DEP Project Administrator

Date

Division Director or Designee

Date

ATTACHMENT D

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

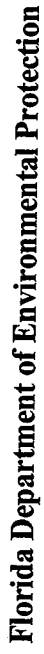
Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm



Required Signatures: Adobe Signature

Project Name: _____

Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

[illegible]

[illegible]

Period Covered (Check Appropriate Period):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
January through April:			Due May 5 th
May through August:			Due September 5 th
September through December:			Due January 5 th

LIAISON: _____ Signature _____ Date _____

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ATTACHMENT F

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1711A	2015-2016	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



Title - TR12725 - FY14/15 CDBG: 2nd Amendment/Reallocation of Funds

A Resolution of the City Commission of the City of Tamarac, Florida, approving a Second Amendment to the Fiscal Year 2014/2015 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds for the fifteenth program year to provide for reallocation of funds; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s):

City-wide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12725-Memo	12/21/2015	Cover Memo
▣ TR12725 - Resolution	1/5/2016	Resolution
▣ TR12725-Exhibit 1 Amended Action Plan	12/21/2015	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (15-10-010M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: December 23, 2015

FROM: Maxine Calloway
Director of Community
Development

RE: 2nd Amendment – Reallocation
of funds CDBG FY 2014/15
Case No. 10-MI-15
Temp Reso #12725

Recommendation: The Director of Community Development recommends that the City Commission review and approve the Second Amendment to the FY 2014/2015 Community Development block Grant (CDBG) Annual Action Plan for re-allocation of funds through the U.S. Department of Housing & Urban Development (HUD).

Issue: The City Commission approved the FY 2014/2015 Annual Action Plan in June 2014 consisting of five activities. A reallocation of funds between Public Services and Home Rehabilitation is being proposed.

Background: The City of Tamarac is an entitlement recipient of federal funds from HUD under the CDBG program. The City received \$355,970.00 in Fiscal Year 2014/2015 to address Community Development, Public Services or Housing needs in Tamarac. A Resolution was adopted in June 2014 approving the Annual Action Plan, Resolution 2014-65.

A First Amendment was processed in October 2015 (Resolution R2015-107) reallocating funds between Home Rehabilitation and Program Administration in the amount of \$35,237.00 accurately capturing staff time dedicated to CDBG activities through fiscal year end.

With this Second Amendment to the Fiscal Year 2014-2015 Annual Action Plan, staff is proposing the reallocation of funds in the amount of twenty thousand one hundred and eight seven dollars (\$20,187.00) in unencumbered funds from the two Public Service activities (Information & Referral Specialist and Counseling) to the Home Rehabilitation activity as further outlined below:

<u>ACTIVITIES</u>	<u>Original</u> <u>Budget</u>	<u>1st</u> <u>Amendment</u>	<u>2nd</u> <u>Amendment</u>
Program Administration	\$ 30,957.00	\$ 66,194.00	\$ 66,194.00
Administration - Auditing	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Public Service-Information & Referral Specialist	\$ 43,165.00	\$ 43,165.00	\$ 26,129.00
Public Service-Counseling Services	\$ 10,220.00	\$ 10,220.00	\$ 7,070.00
Single Unit Home Rehabilitation	\$ 226,628.00	\$ 191,391.00	\$ 211,577.00
Rehabilitation Services	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
TOTAL GRANT	\$ 355,970.00	\$ 355,970.00	\$ 355,970.00

The amendment is necessary to reallocate unencumbered Public Services funds that were previously earmarked for the full time Information and Referral Specialist and Counseling Services provided in the Parks and Recreation Department. As previously reported, the Information and Referral Specialist position remained vacant for four (4) months out of the fiscal year and thus impacted the expenditure of the funds allocated for the position.

A 10-day public notice was published January 3, 2016 seeking public comment and notifying residents of the public hearing to take place during the January 13, 2016 City Commission meeting. No public comments were received.

Fiscal Impact: There is positive revenue of \$355,970.00 which was appropriated as part of the Fiscal Year 2014/2015, and is not affected by this amendment. This amendment is consistent with the City's Strategic Plan Goal #5; Safe and Vibrant Community.

The Director of Community Development recommends the City Commission approve the Second Amendment to the FY 2014/2015 Community Development Block Grant (CDBG) Annual Action Plan for submission to the Department of Housing and Urban Development (HUD).

Maxine Calloway,
Director of Community Development

MAC

Attachments: Temporary Resolution No. 12725
Exhibit "1" - Annual Action Plan & Appendices – 2nd Amendment

CITY OF TAMARAC

RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A SECOND AMENDMENT TO THE FISCAL YEAR 2014/2015 ANNUAL ACTION PLAN FOR EXPENDITURE OF THE U.S. HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FIFTEENTH PROGRAM YEAR TO PROVIDE FOR REALLOCATION OF FUNDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 25, 2014, the City Commission of the City of Tamarac ("City") adopted Resolution No. 2014-R-65 which approved the specific activities within the Fiscal Year 2014/2015 Annual Action Plan for the expenditure of the U.S. Housing and Urban Development Community Development Block Grant ("CDBG") Funds in an amount of \$355,970 for the City's Fifteenth Program Year; and

WHEREAS, on October 28, 2015, the City Commission adopted Resolution R-2015-107, and approved the First Amendment to the Fiscal Year 2014/2015 Annual Action Plan reallocating funds in the amount of \$35,237.00 within the approved activities; and

WHEREAS, previously, the City of Tamarac adopted the City of Tamarac Five Year Consolidated Plan for FY 2010-2015 via Resolution No. 2010-R-102 which established the City's strategic priorities for the CDBG program during this period; and

WHEREAS, funding received for the CDBG program must be utilized for eligible CDBG activities; and

WHEREAS, each year a new Annual Action Plan is required to detail projects, activities, and programs to be funded by that year's funding allocation in compliance with the adopted Consolidated Plan; and

WHEREAS, the City desires to process a second amendment to the Fiscal Year 2014/2015 Annual Action Plan to provide for the re-allocation of funds within the approved activities, as provided in Exhibit "1" which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Commission finds that this second amendment to the Fiscal Year 2014/2015 Annual Action Plan meets one of three national objectives, as defined by Congress, including benefiting low and moderate income people, helping to eliminate slum and blight, or addressing existing conditions that pose a serious or immediate threat to the health and welfare of the community; and

WHEREAS, the Community Development Director recommends the approval of the activities contained in this second amendment to the Fifteenth Program Year Annual Action Plan for Fiscal Year 2014/2015; 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 this amendment to the Fiscal Year 2014/2015 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds in the amount of \$355,970.00 for the Fifteenth Program Year.

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 and referenced herein are incorporated and made a specific part of this Resolution.

SECTION 2: That the City Commission hereby approves the attached Second Amendment to the Fiscal Year 2014/2015 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds in the amount of \$355,970.00 for the Fifteenth Program Year, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION 3: The City Clerk is hereby directed to provide a signed copy of the Second Amendment to the appropriate Broward County and Housing and Urban Development (HUD) Representatives.

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 AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
TAMARAC, FLORIDA THIS _____ DAY OF _____, 2016.

CITY OF TAMARAC, FLORIDA

HARRY DRESSLER, MAYOR

ATTEST:

H. DRESSLER _____
P. BUSHNELL _____
M. GOMEZ _____
D. GLASSER _____
D. PLACKO _____

PATRICIA TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN,
CITY ATTORNEY

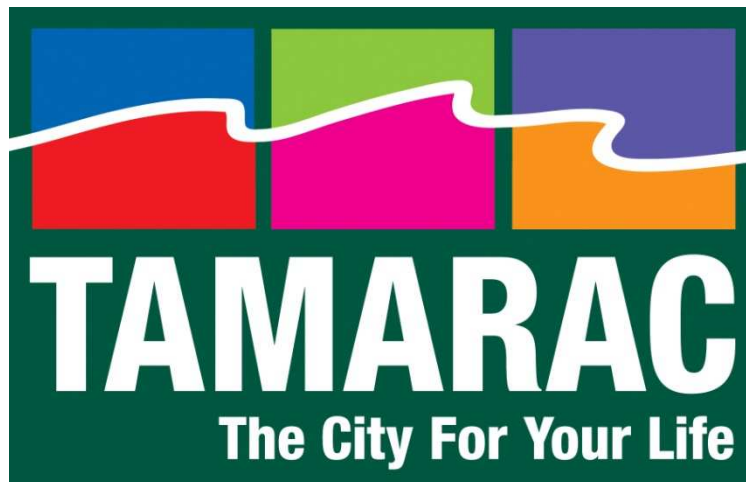
Exhibit “1”

CITY OF TAMARAC, FL
Annual Action Plan
Community Development Block
Grant (CDBG) Program

Fiscal Years 2014/2015

1st Amendment – October 2015

2nd Amendment – January 2016



Prepared by:

City of Tamarac
Community Development Department
Housing Division

Submitted to:

U.S. Department of Housing and Urban Development
The Office of Community Planning and Development
Miami Field Office

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PLAN ATTACHMENTS:

Resolution-Submission Approval for Annual Action Plan 2nd Amendment

CITY OF TAMARAC

FY 2014/2015 Annual Action Plan

DUNS #077270940

City of Tamarac

Mayor Harry Dressler
Vice-Mayor Michelle Gomez
Commissioner Pamela Bushnell
Commission 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

2014-2015 *Annual Action Plan*



The CPMP Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

NAME OF JURISDICTION: ***CITY OF TAMARAC, FL***
Annual Action Plan: ***FY 2014/2015***
Consolidated Plan Time Period: ***FY 2010/2011 – FY 2014/2015***

ACTION PLAN

Annual Action Plan includes the SF 424 and is due every year no less than 45 days prior to the start of the grantee's program year start date. HUD does not accept plans between August 15 and November 15.

Executive Summary 91.220(b)

- 1. The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.*

The City of Tamarac participated in the U.S. Department of Housing and Urban Development (HUD) entitlement allocation formula as a recipient of federal funds for the first time in Fiscal Year 2000. The City is recently embarked on its second five-year cycle to receive HUD Federal grant allocations providing funds to promote affordable housing initiatives and socio-economic programs to address identified community development needs. In Fiscal Year 2014-2015, it is estimated that the City of Tamarac will receive a total of **\$355,970.00** consisting of a direct allocation in the amount of **\$348,258.00** and unclaimed reallocation funds from the City of Weston in the amount of **\$7,712.00** in Community Development Block Grant (CDBG) funds, to address identified community development needs. Entitlement allocations from other HUD funds may become available in future years. To receive CDBG funding, the City must assess local housing and community development needs and resources, and socioeconomic impediments toward building viable neighborhoods.

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 annual action plan incorporates priorities and programs addressing these goals.

EXISTING PROGRAM

The City of Tamarac receives federal funding under both the CDBG and HOME program. Additional funds are received from the State's, State Housing Initiative Partnership (SHIP) Program. To date activities approved using these funding sources focus on housing assistance (home rehabilitation), public service, and public facilities improvements. These activities benefit residents by direct assistance or indirectly through area-wide or limited clientele activities based on low-moderate income determinations.

ACCOMPLISHMENTS

Over the last year, U.S Department of Housing and Urban Development (HUD) funds (CDBG & HOME) have assisted with the following:

- √ Provided home rehabilitation for owner-occupied homes.
- √ Installed and repaired sidewalks and accessibility pads.
- √ Provided a full-time temporary information and referral specialist that assisted residents in obtaining referrals, counseling and other social service needs.

Citizen Participation 91.220(b)

2. *Provide a summary of the citizen participation and consultation process (including efforts to broaden public participation in the development of the plan.*

Citizen Participation and Consultation

The *Citizen Participation Plan* in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low and moderate income, in addition to slum and blighted areas. Consistent with the Act, the City of Tamarac provides citizens reasonable and timely access to local meetings, information and records. In addition, technical assistance is made available to low and moderate income representative groups. The Citizen Participation Plan details the process to develop needs, review proposed activities and program performance as well as the manner in which hearings are advertised and conducted. **(Citizen Participation Plan-attached hereto)**

The City published a public notice on May 24, 2014 for the 30-day public review period which began May 25, 2014 and ended June 25, 2014. A public hearing was held during the City Commission meeting on June 25, 2014 which by resolution adopted the Annual Action Plan and authorized its submission to the U.S. Department of Housing and Urban Development prior to the July 15, 2014 deadline.

The citizen participation process provides ample time for written complaints and grievances. Through the on-going efforts of our Neighborhood Partnership Program, the City stimulates and enhances neighborhood vitality and customer satisfaction by addressing the concerns and special needs of neighborhoods through progressive and collaborative planning. In the spirit of collaboration the City staff serves as consultants and facilitators. Throughout all stages of the program, the City of Tamarac Community Development Department staff is responsible for the effective development and inclusion of citizen comments in all phases of the CDBG Program.

All projects must be proven feasible prior to receiving HUD funds, as many require documentation indicating financial feasibility and conformance with applicable regulations and constraints (i.e. zoning, land use, flood plan, etc.). Projects will not be funded if the proposed project duplicates an existing program which the public sector administers.

Community Development/Housing to solicit project recommendations from Department heads	April 9, 2014
Advertisement for 30-day review period and Public Hearing on proposed FY 13/14 Annual Action Plan	May 24, 2014
Beginning of 30-day review period	May 25, 2014
Planning Board approval of recommended activities	June 4, 2014
End of 30-day review period	June 25, 2014
Commission approval and review/public hearing of recommended activities for final approval	June 25, 2014
Send HUD RROF Form 7015.15	Sept. 30, 2014
Wait for HUD Clearance to commit funds Funding Agreement from HUD issued	October 1, 2014
Advertisement for 1 st Amendment	October 18, 2015
Approval of 1 st Amendment by City Commission Public Hearing	October 28, 2015
Advertisement for 2nd Amendment	January 3, 2016
Approval of 2 nd Amendment by City Commission Public Hearing	January 13, 2016

3. *Provide a summary of citizen comments or views on the plan.*

No comments were received on the Annual Action Plan.
No comments were received regarding first amendment.
No comments were received regarding second amendment.

4. *Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.*

Had any comments been received, the City would have responded and considered accordingly. No comments were received.

Resources 91.220(c)(1) and (c)(2)

5. *Identify the federal, state, and local resources (including program income) the jurisdiction expects to receive to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.*

As an entitlement recipient of CDBG, HOME and SHIP funds, the City intendeds to allocate according to priority need. For the next year, the City expects the housing market to continue its slow recovery from the drastic slump it has been in since 2005. The appropriate federal and state resources described below will be utilized and applications will be submitted and or supported in achieving the City's listed projects and actions outlined in this section.

FEDERAL RESOURCES

Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) was first authorized by the U.S. Congress in 1974, by the Housing and Community Development Act of 1974 (HCDA), with subsequent amendments. The primary purpose of the HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. At least 70% of all CDBG funds must be spent on activities which benefit low or moderate income persons. Funds are used for housing to benefit low and moderate income persons, public facilities and improvements, expanded public services that include employment training, child care, fair housing counseling or recreational needs; rehabilitation of private or publicly owned buildings; economic development activities that create or retain jobs for low and moderate income persons.

Home Investment Partnerships Program (HOME)

In FY 2002, the City of Tamarac became a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Margate, Deerfield Beach,

Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar, and Coconut Creek was recently added. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME).

The City of Tamarac receives an allocation of these funds as a member of the Consortium. The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition, rehabilitation, and new construction of housing, and tenant based rental assistance. In addition, HUD rules require that at least 15% of HOME funds be set aside for community housing development organizations to develop affordable housing. HOME funds may be used to provide: affordable renter/owner occupied units; tenant based rental assistance; administrative and planning costs; and payment of operating expenses of community housing development organizations. Housing development costs include acquisition, new construction, re-construction, pre-development and financing costs.

STATE RESOURCES

State Housing Initiative Partnership (SHIP) Program

The City of Tamarac typically receives an annual allocation under this program. Florida Housing administers the State Housing Initiatives Partnership program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low, low and moderate income families.

When the program is funded, SHIP funds are distributed on an entitlement basis to all 67 counties and 53 Community Development Block Grant entitlement cities in Florida. In order to participate, local governments must establish a local housing assistance program by ordinance; develop a local housing assistance plan and housing incentive strategy; amend land development regulations or establish local policies to implement the incentive strategies; form partnerships and combine resources in order to reduce housing costs; and ensure that rent or mortgage payments within the targeted areas do not exceed 30 percent of the area median income limits, unless authorized by the mortgage lender.

SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buy-downs, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling. SHIP funds may be used to assist units that meet the standards of chapter 553; SHIP funds may also be used to assist manufactured housing constructed after June 1994 in accordance with the installation standards defined in the rules of the Department of Highway Safety and Motor Vehicles.

A minimum of 65 percent of the funds must be spent on eligible homeownership activities; a minimum of 75 percent of funds must be spent on eligible construction activities; at least 30 percent of the funds must be reserved for very-low income households (up to 50 percent of the area median income or AMI); an additional 30 percent may be reserved for low income households (up to 80 percent of AMI); and the remaining funds may be reserved for moderate-income households (up to 120 percent of AMI.). It is important to note that no more than 5 percent of SHIP funds may be used for administrative expenses. However, if a local government makes a finding of need by resolution, a local government may use up to 10 percent for administrative expenses. Funding for this program was established by the passage of the 1992 William E. Sadowski Affordable Housing Act. Funds are allocated to local governments each month on a population-based formula. These funds are derived from the collection of documentary stamp tax revenues, which are deposited into the Local Government Housing Trust Fund. Total actual disbursements are dependent upon these documentary stamp collections.

The allocation of SHIP funds for fiscal year 2014/2015 has not yet been released.

6. *Explain how federal funds will leverage resources from private and non-federal public sources.*

To the extent of the activities described in this Annual Action Plan, private leveraging is not likely. Most of the leveraging comes from sources under the State SHIP Program or Down Payment Assistance Programs from lending institutions in the form of the first mortgage subsidies for first time homebuyers.

In FY 2008 and 2010, the City received grant allocations under the Neighborhood Stabilization Program (Round 1 and Round 3). These programs also provide homeownership opportunities utilizing private lending institutions which may be leveraged with CDBG funds.

Annual Objectives 91.220(c)(3)

***If not using the CPMP Tool:** Complete and submit Table 3A.

***If using the CPMP Tool:** Complete and submit the Summary of Specific Annual Objectives Worksheets or Summaries.xls

Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes.

<input type="checkbox"/>	Objective Category Decent Housing <i>Which includes:</i>	<input type="checkbox"/>	Objective Category: Expanded Economic Opportunities <i>Which includes:</i>	<input type="checkbox"/>	Objective Category: Expanded Economic Opportunities <i>Which includes:</i>
<input type="checkbox"/>	assisting homeless persons obtain affordable housing	<input type="checkbox"/>	improving the safety and livability of neighborhoods	<input type="checkbox"/>	job creation and retention
<input type="checkbox"/>	assisting persons at risk of becoming homeless	<input checked="" type="checkbox"/>	eliminating blighting influences and the deterioration of property and facilities	<input type="checkbox"/>	establishment, stabilization and expansion of small business (including micro-businesses)
<input checked="" type="checkbox"/>	retaining the affordable housing stock	<input checked="" type="checkbox"/>	increasing the access to quality public and private facilities	<input type="checkbox"/>	the provision of public services concerned with employment
<input checked="" type="checkbox"/>	increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability	<input checked="" type="checkbox"/>	reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods	<input type="checkbox"/>	the provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan
<input type="checkbox"/>	increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including	<input type="checkbox"/>	restoring and preserving properties of special historic, architectural, or aesthetic value	<input type="checkbox"/>	availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices

	<i>persons with HIV/AD IS) to live in dignity and independence</i>				
<input type="checkbox"/>	<i>providing affordable housing that is accessible to job opportunities</i>	<input checked="" type="checkbox"/>	<i>conserving energy resources and use of renewable energy sources</i>	<input type="checkbox"/>	<i>access to capital and credit for development activities that promote the long-term economic social viability of the community</i>

Description of Activities 91.220(d) and (e)

****If not using the CPMP Tool: Complete and submit Table 3C***

****If using the CPMP Tool: Complete and submit the Projects Worksheets and the Summaries Table.***

7. *Provide a summary of the eligible programs or activities that will take place during the program year to address the priority needs and specific objectives identified in the strategic plan.*

Public Service (Full-Time Inform. & Referral Specialist) ~~\$43,165.00~~ \$ 26,129.00

This activity will include funding for a 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 an on-going caseload. Approximately one hundred (100) unduplicated clients will be served by the Information and Referral Specialist 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.

2nd Amendment – January 13, 2016

Reallocation of funds from Public Services to Home Rehabilitation.

Public Service (Counseling) ~~\$10,220.00~~ \$ 7,070.00

This activity will include funding for individual and group counseling to individuals, families, and single mothers and children. . Approximately 30 individuals will receive counseling services 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.

2nd Amendment – January 13, 2016

Reallocation of funds from Public Services to Home Rehabilitation.

Residential Rehabilitation (Minor Home Repair) ~~\$191,391.00~~ \$211,577.00

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.

1st Amendment – October 28, 2015

Reallocation of funds from Home Rehabilitation to Program Administration.

2nd Amendment – January 13, 2016

Reallocation of funds from Public Services to Home Rehabilitation.

Rehabilitation Services **\$ 40,000.00**

This program 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.

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).

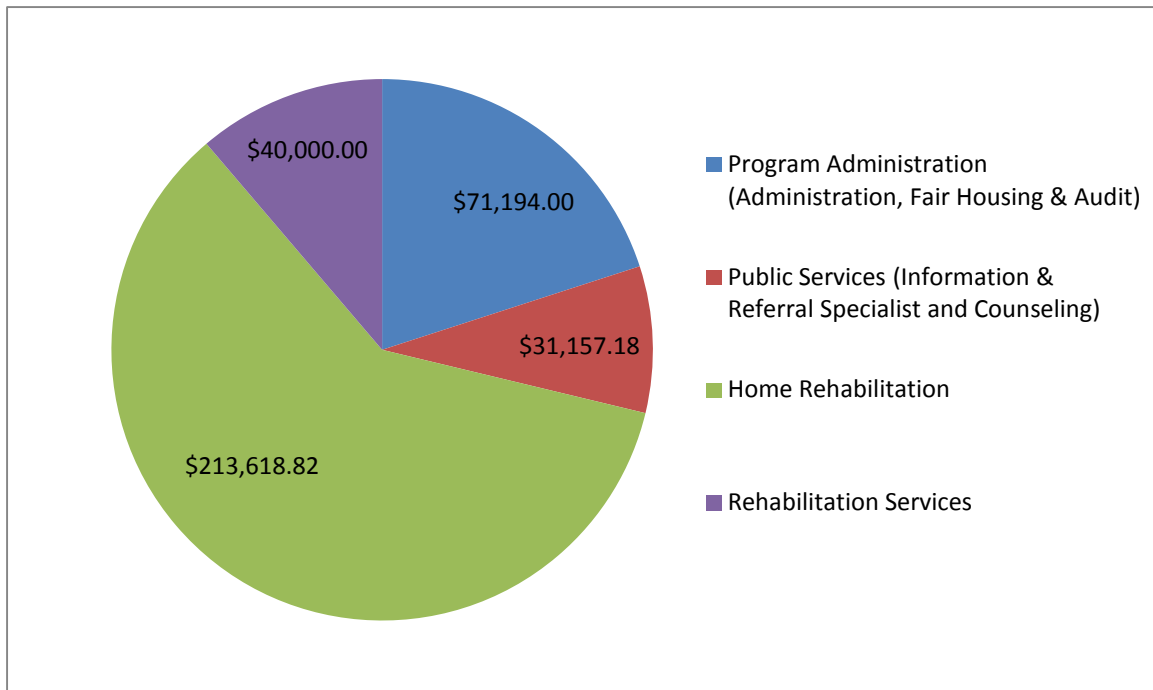
Program Administration **~~\$ 30,957.00~~ \$ 66,194.00**

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).

1st Amendment – October 28, 2015

Reallocation of funds from Home Rehabilitation to Program Administration

FY 2014/2015 Activity Distribution



HOME FY 2014-2015 PROPOSED PROJECTS DESCRIPTIONS (Broward County Consortium Member)

Home Rehabilitation Minimum of 3 households

SHIP FY 2014-2015 PROPOSED PROJECTS DESCRIPTIONS

Home Rehabilitation Minimum of 8 households

NEIGHBORHOOD STABILIZATION PROGRAM (ROUND 3) DESCRIPTIONS

Foreclosure/Abandoned Property Acquisition & Rehabilitation for the purpose of re-sale to income eligible homebuyers in areas of greatest need as identified in the City's FY2010/2011 Substantial Action Plan Amendment.

Describe the outcome measures for activities in accordance with Federal Register Notice dated March 7, 2006, i.e., general objective category (decent housing, suitable living environment, economic opportunity) and general outcome category (availability/accessibility, affordability, sustainability).

The City plans to fund 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:	<u>Public Service</u>	Information & Referral Specialist Counseling Services
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- * **Accessibility, Affordability, and Sustainability** for the purpose **providing decent affordable housing.**

Project:	<u>Home Rehabilitation Rehabilitation Services</u>	Home Rehabilitation Home Rehabilitation
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**PERFORMANCE
MEASUREMENTS**

FY 2014-2015

ACTIVITY #	SPECIFIC OBJECTIVE	SOURCE OF FUNDS	PERFORMANCE INDICATORS	EXPECTED NUMBER	OUTCOME / OBJECTIVE **
Housing					
1	Home Rehabilitation	CDBG, HOME, SHIP	Number of homes assisted	8 -CDBG PER YEAR 3 – HOME PER YEAR 8 – SHIP PER YEAR	DH-3
2	Rehabilitation Services	CDBG, HOME	Application intake, review and processing for above homes		DH-3
Public Services					
3	Full-Time Information & Referral Specialist	CDBG & CITY	Number of unduplicated clients/cases	100 unduplicated residents PER YEAR	SL-1
4	Counseling Services	CDBG & City	Number of unduplicated clients	30 unduplicated residents PER YEAR	SL-1
** Outcome/Objective Codes		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	

Geographic Distribution/Allocation Priorities 91.220(d) and (f)

8. *Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.*

The City utilizes data from the 2000 Census to create a low-moderate income map for the City. All projects proposed take place within those designated areas. The City will update its low-moderate income map upon the release of the 2010 Census data. **(Low-Moderate Income Map-attached hereto)**

9. *Describe the reasons for the allocation priorities, the rationale for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) during the next year, and identify any obstacles to addressing underserved needs.*

The main focus is maintaining affordable housing and public services to all low-moderate income residents of Tamarac, including those with special needs.

The major obstacle is funding, or lack thereof. Both federal and state allocations fluctuate and are often decreased from year to year making planning for the future and meeting the needs of the underserved difficult.

Another obstacle may be the lack of data to justify allocating funds to what may appear to be an unmet need. The 2000 Census is out dated, certain data sets from the 2010 Census is not available yet, and local resources may be unavailable to confirm an unmet need.

Annual Affordable Housing Goals 91.220(g)

****If not using the CPMP Tool:*** Complete and submit Table 3B Annual Housing Completion Goals. ****If using the CPMP Tool:*** Complete and submit the Table 3B Annual Housing Completion Goals.

10. *Describe the one-year goals for the number of homeless, non-homeless, and special-needs households to be provided affordable housing using funds made available to the jurisdiction and one-year goals for the number of households to be provided affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units using funds made available to the jurisdiction. The term affordable housing shall be defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.*

Home Rehabilitation will be the affordable housing activity funded in the FY 2014/2015 Annual Action Plan. It is anticipated that a minimum of eight (8) dwelling units for FY 2014/2015 will receive assistance under this program.

The City of Tamarac intends to allocate funds to sustaining the existing housing stock, making funds available for barrier free accessibility, and preserving homes through strengthening and mitigation, and ensuring there is affordability in homeownership. In conjunction with the City's HOME and SHIP program funds, the City will provide funding for Home Rehabilitation, including Disaster Mitigation, Barrier Free Accessibility, Code Correction, and Emergency Repairs, as well as Down Payment Assistance to low-moderate income households. The total rehabilitation cost may be limited to a minimum of five hundred dollars (\$500) to a high of thirty thousand dollars (\$30,000). The program will target low income households. However, moderate-income households will also be eligible to participate utilizing non-CDBG funds.

The housing units that are considered for rehabilitation will be classified in one of three groups. The categories are:

- (i) Standard Condition
- (ii) Substandard Condition, or
- (iii) Dilapidated Condition

Typically, most units will be classified as "standard condition" indicating that they do not have major physical damage. Repair work will include façade treatment, painting, minor exterior wood and/or masonry repairs, and energy efficiency improvements.

Units that are classified as "Substandard" will typically require repairs in the frame, foundation, roof or superstructure of the unit. Additionally, improvements may include repair and/or replacement of exterior doors and windows. Lastly, a unit may be determined to be "substandard" if it is missing some or all of the plumbing facilities.

As part of the Home Rehabilitation activity, the City will provide inspections, bid write-up, financial counseling for the homeowner and underwriting for each rehab job. All work will be based on a competitive bid process from a pre-approved list of participating contractors. All participating contractors will be State licensed contractors with the necessary bonding (if required) and insurance. The contractors will be paid directly from CDBG funds.

The housing rehabilitation will be in the form of a deferred loan grant to eligible low and moderate income homeowners.

Public Housing 91.220(h)

The service provider for public and rental subsidy housing for the City of Tamarac is the Broward County Housing Authority (BCHA) and other local Housing Authorities within

the county. This agency receives referrals via the North County Satellite office of the Broward County Bureau of Family and Children Services. Families renting in Tamarac, and in need of public housing, can receive assistance from the County's North Satellite office. To date, there is no public housing sites located in the city's jurisdiction. However, there is one HUD housing project that was built in 1974 in the adjacent City of Coral Springs; a majority of the units are for the elderly.

11. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

Residents wishing to participate in homeownership activities are required to attend an 8-hour Housing Counseling course. Additionally, residents seeking guidance which are not yet ready for homeownership are recommended to visit a local housing counseling agency for both group sessions as well as one-on-one sessions to determine their weaknesses and become educated on the ways to best become "buyer ready".

12. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

The Broward County Housing Authority (BCHA) nor any of the county's housing authorities are a "troubled" agency. They received grant funds for numerous sources due to their quality programming and staff. As a HUD Certified Housing Counseling Agency, they assist residents from all over the South Florida area as well as participate regularly in outreach and educational workshops.

Homeless and Special Needs 91.220(i)

The City of Tamarac does not currently fund any homeless or homeless prevention strategies. Any homeless identified within the City are assisted through the Homeless Initiative Program (HIP). The City of Tamarac's Social Service Division is also available to assist residents with resources within the County.

A Point in Time survey was conducted in January 2014. Although dispersed throughout the entire county, the vast majority of homeless persons were concentrated within the older communities of Pompano Beach, Fort Lauderdale, and Hollywood, where the majority of services to the homeless are provided and shelters are located.

As a partner of the Broward Homeless Initiative Partnership (HIP), Tamarac participates in regular meetings and workshops to assist in addressing the needs of the County's homeless population.

The Broward County 2014 Point-in-Time Count, conducted in a 24-hour time period on January 22, identified that 2,766 individuals were homeless according to the federal definition of homelessness: they were living in places not meant for human habitation, emergency shelters or transitional housing programs. The count is required by U.S. Housing and Urban Development (HUD) and Florida's Office on Homelessness. The total number of **sheltered and unsheltered** persons experiencing homelessness in Broward County decreased by 2 percent, from 2,810 to 2,766.

The Broward Regional Health Planning Council (BRHPC), Hands on Broward, 2-1-1 Broward and the Homeless Initiative Partnership Advisory (Partnership) Board headed up the 2014 Point-in-Time Count effort in collaboration with volunteers, consisting of County staff, homeless services agencies, law enforcement agencies, individuals, advocates, faith-based, foster care providers, youth and community-based organizations. Trained volunteers fanned out across the County to homeless encampments, labor pools, meal programs and homeless shelters. The results were tabulated by Dr. Patrick Hardigan of Nova Southeastern University.

The Partnership Board identified the following as contributing factors for the reduction in this year's count:

- successful programmatic efficiencies implemented during the past two years; and
- lack of participation by non-continuum affiliated agencies/programs.

Broward County HIP provided the following data for the January 2014 Point In Time count for Broward County.

Point-in-Time Summary Homeless Populations Summary for FL-601 - Ft Lauderdale/Broward County CoC

Date of PIT Count: 1/22/2014

Population: Sheltered and Unsheltered Count

Total Households and Persons

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	732	638	35	788	2,193
Total Number of Persons	917	935	35	879	2,766
Number of Children (under age 18)	185	255		40	480
Number of Persons (18 to 24)	93	93	0	44	230
Number of Persons (over age 24)	639	587	35	795	2,056

Gender

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	356	361	18	197	932
Male	558	572	17	679	1,826
Transgender	3	2	0	3	8

Ethnicity

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	796	881	34	804	2,515
Hispanic/Latino	121	54	1	75	251

Race

	Sheltered	Unsheltered	Total
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Point In Time Summary for FL-601 - Ft Lauderdale/Broward County CoC

	Emergency	Transitional	Safe Haven		
White	374	345	23	428	1,170
Black or African-American	503	557	12	397	1,469
Asian	6	1	0	1	8
American Indian or Alaska Native	5	7	0	14	26
Native Hawaiian or Other Pacific Islander	1	9	0	0	10
Multiple Races	28	16	0	39	83

Point-in-Time Subpopulations Summary for FL-601 - Ft Lauderdale/Broward County CoC

Date of PIT Count: 1/22/2014

Population: Sheltered and Unsheltered Count

Chronically Homeless Subpopulations

	Sheltered		Unsheltered	Total
	Emergency Shelters	Safe Havens		
Chronically Homeless Individuals	116	35	346	497
Chronically Homeless Families (Total Number of Families)	6		3	9
Chronically Homeless Families (Total Persons in Household)	18		10	28

Other Homeless Subpopulations

	Sheltered	Unsheltered	Total
	Persons in emergency shelters, transitional housing and safe havens		
Adults with a Serious Mental Illness	393	175	568
Adults with a Substance Use Disorder	642	240	882
Adults with HIV/AIDS	135	11	146
Victims of Domestic Violence	45	0	45

Point-in-Time Summary Veterans for FL-601 - Ft Lauderdale/Broward County CoC

Date of PIT Count: 1/22/2014

Population: Sheltered and Unsheltered Count

Total Households and Persons

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	53	87	2	86	228
Total Number of Persons	59	90	2	92	243
Total Number of Veterans	53	88	2	86	229

Gender

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	4	7	0	4	15
Male	49	81	2	82	214
Transgender	0	0	0	0	0

Ethnicity

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	50	80	2	79	211
Hispanic/Latino	3	8	0	7	18

Race

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	27	48	1	53	129

Black or African-American	22	35	1	27	85
Asian	0	1	0	0	1
American Indian or Alaska Native	3	2	0	3	8
Native Hawaiian or Other Pacific Islander	1	0	0	0	1
Multiple Races	0	2	0	3	5

13. Describe, briefly, the jurisdiction's plan for the investment and use of available resources and describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness.

As part of the Broward County Homeless Consortium, the City takes part in on-going communication with HIP and local homeless advocates to consider funding options those cities may incorporate into the Annual Action Plans. Additionally, the County has hired a consultant to prepare an updated report on the status of the County's homeless population with action steps to consider.

14. Describe specific action steps to address the needs of persons that are not homeless identified in accordance with 91.215(e).

15. Homelessness Prevention—Describe planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.

Barriers to Affordable Housing 91.220(j)

16. Describe the actions that will take place during the next year to remove barriers to affordable housing.

The City continues to support affordable housing efforts by focusing on the grants available through the CDBG, SHIP, HOME and NSP programs. By partnering with Broward County Home Consortium and Florida Housing Finance Authority, the City is able to refer residents for home ownership counseling and lender's programs as a way to negate predatory lending. The City also has lender requirements which must be met in order to fund individual requests for assistance to ensure fair housing practices.

The City of Tamarac is a participating member of the Broward Housing and Community Development Task Force which allows for participating agencies to share commons barriers to affordable housing and important resources to overcoming them. The Task Force addresses foreclosure prevention, fair housing, incentives, homebuyer assistance and any other topics related to housing and community development.

Additionally, the City currently has several incentive strategies for builders and developers working with affordable 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."

Other Actions 91.220(k)

17. Describe the actions that will take place during the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce the number of housing units containing lead-based paint hazards, reduce the number of poverty-level families develop institutional structure, enhance coordination between public and private agencies (see 91.215(a), (b), (i), (j), (k), and (l)).

The City has been working with Broward County to create an Affordable Housing Policy. This policy will lay out the City's plans to foster and maintain affordable housing, ensure future housing needs are met and development is in coordination with the City's Comprehensive and Consolidated Plans. In addition to the long-term goals of the policy, the Housing Division will continue to provide lead-based paint assessments and abatement on properties identified and containing hazards.

The City participated as a member of an "Affordable Housing Website Users Group" committee initiated by Broward County Housing Finance to create a website incorporating all local, regional, state and federal resources. The website is intended to give residents a starting point to identify resources including but not limited to: grant programs, housing counseling agencies, foreclosure prevention programs, tenant based rental programs and projects, and education and outreach events. The website is a work in progress and the City intends to continue as a member to offer feedback and ideas to improve the availability of resources to the residents of Tamarac as well as the local community.

18. *Describe the actions to coordinate its housing strategy with local and regional transportation planning strategies to ensure to the extent practicable that residents of affordable housing have access to public transportation.*

Throughout the year, City staff participate in several community events, outreach efforts, educational workshops, public service announcements, and invitational guest speaking opportunities at various communities, boards, organizations, non-profits, and for-profits to assess the needs of the community and share information with the residents of Tamarac as to the availability of funds

Several members of City staff are members of general local government planning boards, committees and sub-committees at which county-wide coordination is reached on issues pertaining to planning, transportation, housing, community development and neighborhood revitalization.

PROGRAM SPECIFIC REQUIREMENTS

CDBG 91.220(l)(1)

1. *Identify program income expected to be received during the program year, including:*
- *amount expected to be generated by and deposited to revolving loan funds;*
 - *total amount expected to be received from each new float-funded activity included in this plan; and*
 - *amount expected to be received during the current program year from a float-funded activity described in a prior statement or plan.*

Program Income is only generated when a previous recipient of CDBG funds breaks the terms of their deferred loan and repayment is due to the City. The City's Home Rehabilitation activity is the only activity in which funds are issued as a deferred loan.

Recapture Terms/Affordability Period for the Housing activities are as such:

Deferred loan secured by a lien against the property for a period of ten (10) years with zero (0) percent interest with a principal reduction of twenty (20) percent beginning in year six. At the end of the tenth year, the loan is forgiven. The pro-rated repayment is due upon the sale or transfer of the property or if cash equity is taken out within the ten (10) year loan term.

The City's loan documents provide that the obligation for repayment shall continue for the entire recapture terms even in the event of the death of the homeowner. The obligation to repay funds during the recapture period in the event of the sale of the property, or due to failure to comply with the obligations as stated in the loan document shall transfer to any heir or beneficiary of the deceased property owner.

The sale, transfer of ownership of the Property, refinancing of the Property with a cash payment to the Owner-Occupant, or the Owner-Occupant's vacation of the property as a primary residence during the ten (10) year term of the Agreement shall constitute a default. The prorated amount of the principal balance of the Deferred Payment Loan that is remaining to be paid at the time of the default shall be payable, in full, to the City of Tamarac.

2. *Program income received in the preceding program year that has not been included in a statement or plan.*

No CDBG Program Income has been received over the past year.

3. *Proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in its strategic plan.*
4. *Surplus funds from any urban renewal settlement for community development and housing activities.*
5. *Any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.*
6. *Income from float-funded activities.*
7. *Urgent need activities, only if the jurisdiction certifies.*
8. *Estimated amount of CDBG funds that will be used for activities that benefit persons of low- and moderate income.*

All CDBG funds will benefit low-moderate income persons, households or areas.

It is proposed that \$226,628.00 will be allocated to Home Rehabilitation for low-moderate income households, and \$53,385 will be allocated to Public Service activities for low-moderate income persons.

HOME 91.220(l)(2)

In FY 2002, the City of Tamarac became a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Margate, Deerfield Beach, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek which recently joined the Consortium. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME).

With the additional HOME funds, the City can increase the resources available for home rehabilitation. An additional three to four homeowners can be assisted because of fiscal year 2014/2015 HOME funds.

Participation in the Broward County HOME Consortium also provides advantages beyond additional funding. The consortium allows the cities to collaborate on best practices, share knowledge, leverage resources, and exchange technology on the provision of affordable housing. The ultimate and cumulative advantage of participating in the consortium is the enhanced capacity of the consortium members to provide their residents with affordable housing. The added values of quality housing in these cities include the ability to attract new businesses and working families and a reduction in code compliance issues that can translate into reduced crime and vandalism. In May 2009, the City of Tamarac renewed their commitment to the Broward County HOME Consortium by entering into a new three years Interlocal Agreement.

City Staff is able to provide the residents with direct access and assistance in the applying for, and processing of HOME funds.

1. *Describe other forms of investment. (See Section 92.205)*
If grantee (PJ) plans to use HOME funds for homebuyers, did they state the guidelines of resale or recapture, as required in 92.254.

HOME funds are typically allocated to Home Rehabilitation; however, with the receipt of NSP3 funds, the City may re-allocate a portion of its HOME funds to homebuyers in the form of Down Payment Assistance. Should this occur, the City will incorporate resale or recapture guidelines similar to those outline in the City's Local Housing Assistance Plan (LHAP).

2. *If grantee (PJ) plans to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds, state its refinancing guidelines required under 24 CFR 92.206(b).*
3. *Resale Provisions -- For homeownership activities, describe its resale or recapture guidelines that ensure the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4).*

Should HOME funds be allocated to homeownership activities, the recapture guidelines will be as follows:

Terms of the award; Recapture and Default.

Include pay back terms in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership).

Deferred loan secured by a lien against the property for a period of ten (10) years with zero (0) percent interest with a principal reduction of twenty (20) percent beginning in year six. At the end of the tenth year, the loan is forgiven. The prorated repayment is due upon the sale or transfer of the property or if cash equity is taken out within the ten (10) year loan term

The City's loan documents provide that the obligation for repayment shall continue for the entire recapture terms even in the event of the death of the homeowner. The obligation to repay funds during the recapture period in the event of the sale of the property, or due to failure to comply with the obligations as stated in the loan document shall transfer to any heir or beneficiary of the deceased property owner.

The sale, transfer of ownership of the Property, refinancing of the Property with a cash payment to the Owner-Occupant, or the Owner-Occupant's vacation of the property as a primary residence during the ten (10) year term of the Agreement shall constitute a default. The prorated amount of the principal balance of the Deferred Payment Loan that is remaining to be paid at the time of the default shall be payable, in full, to the City of Tamarac HOME program.

4. *HOME Tenant-Based Rental Assistance -- Describe the local market conditions that led to the use of HOME funds for tenant based rental assistance program.*

If the tenant based rental assistance program is targeted to or provides a preference for a special needs group, that group must be identified in the Consolidated Plan as having an unmet need and show the preference is needed to narrow the gap in benefits and services received by this population.

5. *If a participating jurisdiction intends to use forms of investment other than those described in 24 CFR 92.205(b), describe these forms of investment.*
6. *Describe the policy and procedures it will follow to affirmatively market housing containing five or more HOME-assisted units.*
7. *Describe actions taken to establish and oversee a minority outreach program within its jurisdiction to ensure inclusion, to the maximum extent possible, of minority and women, and entities owned by minorities and women, including without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts, entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing under the HOME program or any other Federal housing law applicable to such jurisdiction.*
8. *If a jurisdiction intends to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds, state its financing guidelines required under 24 CFR 92.206(b).*

HOPWA 91.220(1)(3)

The City of Tamarac is not a recipient of HOPWA funds.

1. *One year goals for the number of households to be provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family, tenant-based rental assistance, units provided in housing facilities that are being developed, leased, or operated.*

OTHER NARRATIVES AND ATTACHMENTS

Include any action plan information that was not covered by a narrative in any other section. If optional tables are not used, provide comparable information that is required by consolidated plan regulations.

Section 3

The City has a Section 3 Plan which is included in all solicitations utilizing federal funds incorporated Section 3 language.

Under the Home Rehabilitation Program in 2014, with the next General Contractors solicitation, Section 3 determination will be made a part of the award process. General Contractors will be asked to complete the Section 3 Business and/or Resident certifications.

Additionally, the City has consultants under the Neighborhood Stabilization Program – Round 3 within the “vicinity hiring” guidelines. A realtor located in the City of Tamarac was selected to assist with acquisition, property management and disposition of NSP3 properties. A local lawn maintenance company was also selected to maintain the lawns at NSP3 properties while owned by the City.

City staff will continue to attend local Section 3 training improving the incorporation of Section 3 into grant funded projects.

Davis Bacon

In addition to creating the above Section 3 Plan, the City recently completed its Davis Bacon Plan. All solicitations incorporate Davis Bacon requirements when federally funded. CDBG funds have been allocated to the installation of sidewalks over the past 3-5 years. Davis Bacon activities took place ensuring compliance on these jobs. Staff attends the award conference notifying the contractor of its Davis Bacon obligations and conducts on-site interviews with labor personnel confirming labor standards are being met.

Fair Housing

Fair Housing in the City of Tamarac is promoted during community events, workshops, and as part of the one-on-one housing counseling at the staff level through Broward County Housing Authority and other local counseling agencies.

The Fair Housing Plan consists of updating the City's Analysis of Impediments, conducting Fair Housing educational outreach sessions, distributing Fair Housing and Predatory Lending educational materials, and publishes several Public Service Announcements. The City continues to be an annual sponsor of the local Fair Housing event sponsored by H.O.P.E. Inc.

Additionally, the H.O.P.E. Inc. Discrimination Hotline phone number has been added the City's website and it published in the City's Tam-A-Gram newsletter once per year.

The City maintains an annual Scope of Work Agreement with H.O.P.E. Inc. for all its Fair Housing initiatives and needs. Tamarac has an updated Analysis of Impediments on record which was reviewed and approved by HUD's Fair Housing and Equal Opportunity office. During FY 14/15 the City will contract with H.O.P.E. Inc to prepare a new Analysis of Impediments. This Analysis will be completed prior to the submission of the City's next Five-Year Consolidated Plan.



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.

PASSED ON FIRST READING DECEMBER 9, 2015

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 - Temp. Board Order No. 9 - La Taberna Night Club: Special Exception

Board Order - Special Exception Approval to allow for a nightclub use with the sale and on-site consumption of alcoholic beverages for the proposed La Taberna Night Club in a B-2 (Planned Community Business) Zoning District pursuant to the Permitted Uses Master List, Section 24-434, Tamarac Code of Ordinances.

Commission District(s):

District 1

ATTACHMENTS:

Description	Upload Date	Type
▣ MEMO	12/16/2015	Cover Memo
▣ TBO-09 Board Order	1/6/2016	Board Orders
▣ Site Location Map	12/16/2015	Backup Material
▣ Justification Letter	12/16/2015	Backup Material
▣ Survey	12/16/2015	Backup Material
▣ Landscape Survey	12/16/2015	Backup Material
▣ Floor Plan	12/16/2015	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 15-12-001M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: December 28, 2015

FROM: Maxine A. Calloway,
Director of Community Development

RE: La Taberna Night Club –
Special Exception

CASE#: 6-Z-15

TEMP.BOARD ORDER NO. 09

MF#: 47-76

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the Special Exception proposed for La Taberna Night Club with conditions of approval to the City Commission at its January 13, 2015 meeting.

ISSUE: The applicants, Veridiana Beltran, Jazmin and John D. Meaux, designated agent for the property owner, Commercial Plaza TML, LLC, are requesting special exception approval to allow for a nightclub with sale and on-site consumption of alcoholic beverages for the proposed La Taberna Night Club in a B-2 (Planned Community Business) Zoning District pursuant to the Permitted Uses Master List, Section 24-434, Tamarac Code of Ordinances.



Aerial Photograph

BACKGROUND: The proposed establishment is located at 5303 N State Road 7, in the Commercial Plaza shopping center at the northwest corner of State Road 7 (U.S. 441) and NW 53 Street, adjacent to the Latin City Sports Bar (see attached Sketch of Survey). The subject property is zoned B-2 (Planned Community Business District) and is consistent with the Commercial Future Land Use designation.

City Commission
La Taberna Night Club – Special Exception
Temp. Board. Order. No. 09
December 28, 2015 – Page 2

To the north, across Lakeside Drive, is the Lakeside Plaza shopping center zoned B-2 (Planned Community Business), and to the east, across State Road 7 (U.S. 441), are commercial properties within the jurisdiction of the City of North Lauderdale. To the south, across NW 53 Street, is the Tamarac Square Plaza zoned B-2 (Planned Community District), and to the west is the Island Club Apartments, a multi-family residential development, zoned R-4A (Planned Apartment Residential District).

On March 27, 2013, the City Commission approved Resolution #R-2013-28 for special exception to permit the sale and on-site consumption of alcoholic beverages for Vintage Wine and Sports Bar, in the same location as the proposed La Taberna Night Club, with conditions of approval regarding the hours of alcoholic beverage service and administrative special exception transference. In addition, the establishment offered a dance floor and entertainment via live bands, a DJ, and audio equipment.

The Certificate of Occupancy for the previous tenant, Vintage Wine and Sports Bar, was approved on June 11, 2013. The applicant applied for and maintained an occupational license to operate the bar for the years 2013 through 2014, and did not renew the occupational license in 2015. Vintage Wine & Sports Bar was subsequently closed upon revocation of the special exception, as a result of failing to adhere to the conditions set forth in the original approval. As such, the special exception approval received pursuant to Resolution #R-2013-28 for the sale and on-site consumption of alcoholic beverages, could not be transferred to the La Taberna Night Club as special exceptions are considered invalid upon termination of the use at the proposed location.

ANALYSIS: The applicant is proposing a use similar in nature to what was previously approved for Vintage Wine & Sports Bar. The establishment will offer the sale of beer and wine to patrons, in addition to a dance floor and entertainment via live bands, a DJ, and karaoke. The applicant has requested that the business be allowed to operate Tuesday through Sunday from 12 noon until 2:00 a.m. and has made the commitment in writing to provide two (2) security guards at this location. The business will be closed on Mondays. In addition, the applicant will also hire two (2) bartenders and three (3) waiters/waitresses (see attached Special Exception Letter from Veridiana Beltran and Floor Plan).

The purpose of a special exception is to provide for certain uses which cannot be well adjusted to their environment in particular locations and to offer full protection to surrounding properties by rigid application of the district regulations, and due to the nature of the uses, the importance of their relationship to the comprehensive plan and the possible impact on neighboring properties, to require the exercise of planning judgment on their location and site plan.

Special Exception Requirements

Uses permitted by Special Exception shall not adversely affect the public health, safety and general welfare of the City, and must be consistent with Section 24-548 of the Code of Ordinances:

- (1) The proposed use is compatible with the existing natural environment and community character of the properties within the immediate neighborhood.

The use of a nightclub is inherently compatible with the existing natural character of the Commercial Plaza, as it is similar to what has been previously approved in the immediate vicinity and surrounding area.

- (2) The proposed use is deemed desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort and welfare.

The proposed nightclub is desirable for public convenience as it will offer a local entertainment venue for the enjoyment of drinks and live music to its patrons. To minimize the potential of injurious or otherwise detrimental threats to the public safety, there will be two (2) security guards on staff during entertainment offerings and evening hours to safeguard the comfort and welfare of the public.

- (3) The design of the proposed use shall minimize adverse effects, including noise, light, dust or other potential nuisances, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria consistent with the city regulations to the greatest extent possible. Entire site shall be void of any pre-existing code violations

The proposed nightclub is screened from the existing multi-family development located to the immediate rear of the subject property by a six (6) foot privacy wall and is oriented in a manner that minimizes the adverse effects of, noise, light, and other potential nuisances resulting from a use of this nature. There are no proposed exterior modifications to the site; however, the subject property will be required to remain in compliance with current city regulations in regards to setbacks, buffer, landscaping, and other design criteria to the greatest extent possible.

- (4) There are adequate parking areas and off street truck loading spaces (if applicable) consistent with the parking requirements of the Code, and the layout of the parking and vehicular use areas is convenient and conducive to safe operation consistent with the city standards to the greatest extent possible.

The proposed use will be similar in both type and square footage to the previously approved nightclub at this location. There is adequate parking on the existing site, which meets the city's requirement for off-street parking as, defined and calculated in the city's code for a use of this nature.

- (5) That there will be adequate provisions for traffic movement, both vehicular and pedestrian internal to the use and adequate measures exist or shall be taken to provide ingress and egress to the proposed use, for both vehicles and pedestrian, in a manner that minimizes traffic congestion in the public streets, and the use may not result in a significantly greater amount of traffic on local streets than would result from a development permitted by right.

The proposed use is similar in both intensity and size to the previous use of the subject property and does not pose any foreseen traffic circulation issues. There are adequate provisions for both vehicular and internal pedestrian traffic movement on the existing site, in addition to appropriate means of ingress and egress to the proposed use.

- (6) That the land area is sufficient, appropriate and adequate for the use and for any reasonably anticipated expansion thereof.

The land area is sufficient, appropriate, and adequate to provide for the use of a nightclub on the subject property. There are existing vacancies within the commercial plaza on the subject property and sufficient parking for both existing and future tenants.

Any pre-existing code violations will be satisfied before a certificate of occupancy is issued.

CONCLUSION: The use of a nightclub with sale and on-site consumption of alcoholic beverages is proposed in the same location as previous establishments, which offered the sale and on-site consumption of alcoholic beverages. The proposed use is consistent with the zoning classification of the subject property through an approval of a Special Exception, which is consistent with Section 24-548 of the Code of Ordinances. Additionally, the use is compatible with the existing surrounding environment and character of the site. It is screened from the existing residential multi-family development located to the rear of the subject property and is located on the furthest end of the plaza mitigating the potential nuisances associated with this type of use.

The application supports the City's Strategic Plan Goal #1 of an "Inclusive Community" by providing a venue which meets the needs of an increasingly diverse population. The application also supports Comprehensive Plan Policy 10.8 of the Future Land Use in facilitating the development of commercial land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect health, safety, welfare, or aesthetics of existing residential areas, if approved with appropriate conditions of approval.

Conditions of approval regarding the type of alcohol sales, requirement of security, and hours of operation are consistent with the conditions of special exception approval for previous establishments offering the sale and on-site consumption of alcoholic beverages are recommended by staff to safeguard against health, safety, welfare, and aesthetic concerns.

Staff recommends that the City Commission approve the Special Exception for the La Taberna Night Club with the following conditions of approval, as agreed to by the applicant:

1. The special exception shall only remain valid during the period of which the certificate of occupancy and business license remains active.
2. The special exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met.
3. The hours of operation shall be Tuesday through Sunday from 12 noon until 2:00 a.m. The business shall be closed on Monday.
4. The sale of alcohol shall be limited to beer and wine only and shall be subject to Chapter 3, Tamarac Code of Ordinances.

5. A valid Beer and Wine license class (2COP) regulated and issued by the state of Florida must be maintained for the premise at all times during which the business is in operation. Furthermore, the city must be notified immediately in the event that there are changes to business's alcohol licensing status to include, amendments, additions and revocations.
6. A minimum of two (2) security guards or other staff designated for patron safety shall be provided during entertainment offerings and evening hours. Any armed or professionally certified security guards should be licensed and bonded by the state.

INTERVENING ACTION: At its December 2, 2015 meeting, the Planning Board voted 5-0 to forward a favorable recommendation for approval of the Special Exception for the proposed La Taberna Night Club, Case No. 6-Z-15, to the City Commission with the recommended conditions of approval as agreed to by the applicant.

FISCAL IMPACT: This application is being funded by an application/processing fee.



Maxine A. Calloway,
Director of Community Development

Attachments: Temporary Board Order No. 9
 Site Location Map
 Justification Letter from Veridiana Beltran
 Sketch of Survey
 Floor Plan

MAC/ATJ

Prepared by and Return to:
Samuel S. Goren
City Attorney
CITY OF TAMARAC
7525 NW 88TH Avenue
Tamarac, Florida 33321-2401

Space Above This Line for Processing Data

Space Above This Line for Recording

BOARD ORDER
BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA
BO - 2016 - ____

TBO - 09
HEARING DATE: January 13, 2016
CASE NO. 6-Z-15

IN RE: The Application of: La Taberna Night Club
Location: 5303 North State Road 7, Tamarac, Florida 33319

Property Identification Number: 494113170010

Property Legal Description: Parcel A of Commercial Plaza as Recorded in Plat Book 82, Page 50 of the Public Records of Broward County, Florida.

ORDER APPROVING SPECIAL EXCEPTION

The Applicants, Veridiana Beltran, Jazmin and John D. Meaux, designated agents for the property owner, Commercial Plaza TML, LLC, (the "Applicant"), filed an application with the City of Tamarac ("City") Department of Community Development for the following Special Exception Use:

Special Exception Approval to allow for a nightclub use with the sale and on-site consumption of alcoholic beverages for the proposed La Taberna Night Club in a B-2 (Planned Community Business) Zoning District pursuant to the Permitted Uses Master List, Section 24-434, Tamarac Code of Ordinances.

Notice of the request for the Special Exception Use was given as required by law. The City Commission (“the Commission”) finds that the property is located in B-2 (Planning Community Business) Zoning District. Pursuant to Sections 24-434 of the City of Tamarac Code of Ordinances, and following the consideration of all testimony and evidence presented at the hearing on January 13, 2016 the City Commission further finds:

- (1) The proposed use is compatible with the existing natural environment and community character of the properties within the immediate neighborhood.
- (2) The proposed use is deemed desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort and welfare.
- (3) The design of the proposed use shall minimize adverse effects, including noise, light, dust or other potential nuisances, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria consistent with the city regulations to the greatest extent possible. Entire site shall be void of any pre-existing code violations.
- (4) There are adequate parking areas and off street truck loading spaces (if applicable) consistent with the parking requirements of the Code, and the layout of the parking and vehicular use areas is convenient and conducive to safe operation consistent with the city standards to the greatest extent possible.
- (5) That there will be adequate provisions for traffic movement, both vehicular and pedestrian internal to the use and adequate measures exist or shall be taken to provide ingress and egress to the proposed use, for both vehicles and pedestrian, in a manner that minimizes traffic congestion in the public streets, and the use may not result in a significantly greater amount of traffic on local streets than would result from a development permitted by right.
- (6) That the land area is sufficient, appropriate and adequate for the use and for any reasonably anticipated expansion thereof.

Pursuant to the authority contained in Sections 24-434 of the City of Tamarac Code of Ordinances, Applicant’s request for a Special Exception Use, as requested, and as set forth above for the location at 5303 North State Road 7, Tamarac, Florida 33319 is hereby, **APPROVED**, subject to the following conditions which has been voluntarily accepted by the Applicant:

1. The special exception shall only remain valid during the period of which the certificate of occupancy and business license remains active.
2. The special exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met.

3. The hours of operation shall be Tuesday through Sunday from 12 noon until 2:00 a.m. The business shall be closed on Monday.
4. The sale of alcohol shall be limited to beer and wine only and shall be subject to Chapter 3, Tamarac Code of Ordinances.

This document shall be recorded in the public records of Broward County, Florida.

DONE and ORDERED this _____ day of _____, 2016, in Tamarac, Florida.

MAYOR AND COMMISSION
CITY OF TAMARAC, FLORIDA

By: _____
HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

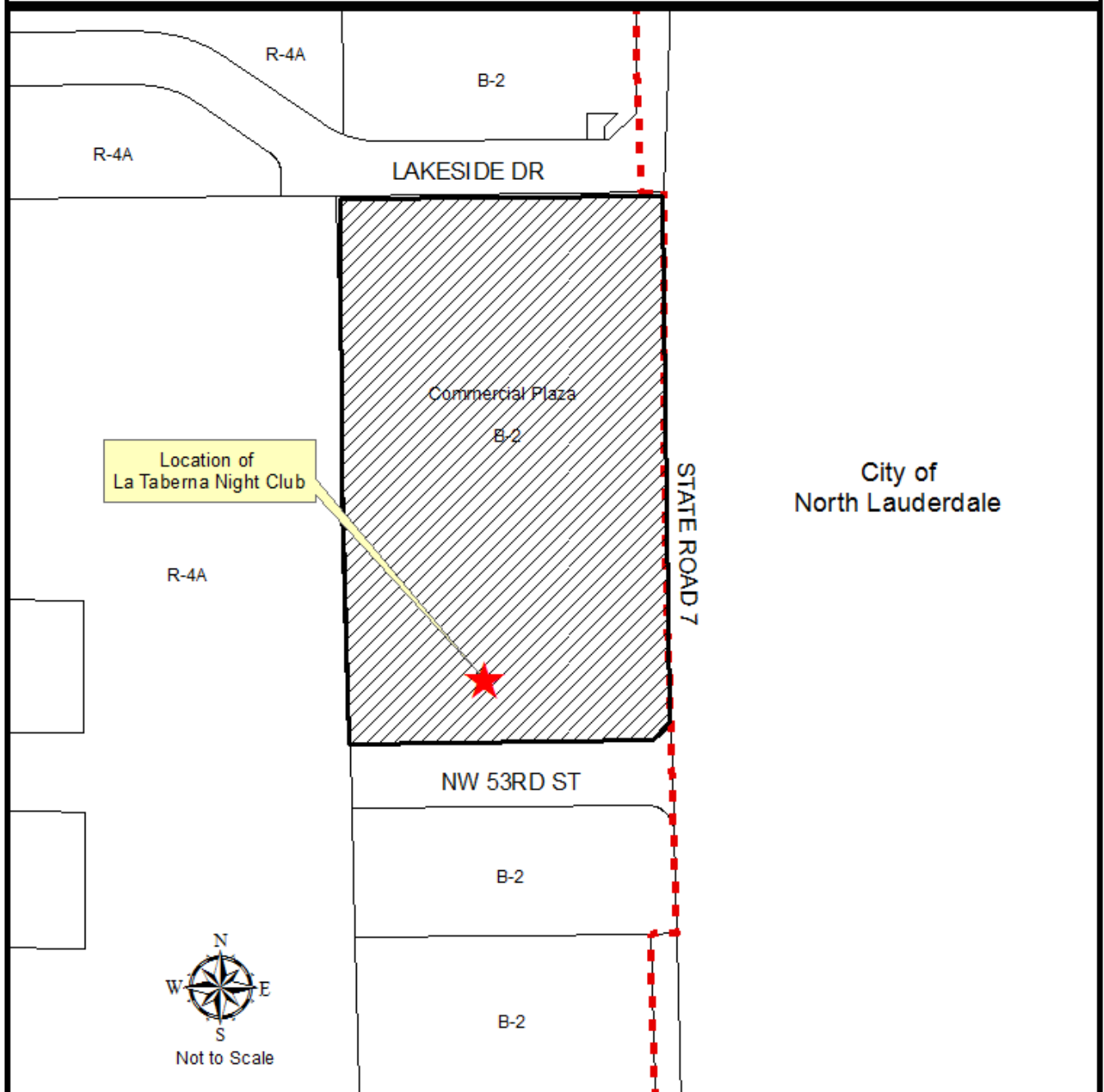
RECORD OF COMMISSION VOTE:

MAYOR DRESSLER _____
DIST 1: COMM BUSHNELL _____
DIST 2: COMM GOMEZ _____
DIST 3: V/M GLASSER _____
DIST 4: COMM PLACKO _____

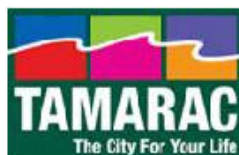
I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

SAMUEL S. GOREN,
CITY ATTORNEY

La Taberna Night Club Special Exception 6-Z-15



**City Commission
Public Hearing
January 13, 2016
Commission
Chambers
7:00 p.m.**



Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

VERYDIANA BELTRAN

9370 SW 8th. Street #104
Boca Raton, FL 33428

October 27, 2015

City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

Dear Sirs:

We hereby request approval to operate La Taberna Night Club to be located at 5303 N. State Road 7. Our hours of operation will be from 12 noon until 2:00 AM. We will serve only wine and beer. We also plan to offer live music, karaoke, dancing and dj. We will hire two security personnel as well as two bartenders and three waiters/waitresses.

I have ten years experience operating a night clubs and bars, I work 5 years as waitress and bartender at Paradise night club on the city of Pompano Beach, about 8 months as a waitress at Fantasy night club as well Pompano Beach 1 year as manager and bartender at Yucatan bar n' grill on the city of Deerfield Beach , 1 year as manager and 1 year as waitress at Latin City sports bar on the city of Tamarac and 1 year as a bartender at Palacios bar also at pompano beach and have not been involved in any citations. The site will have no modifications and the tenant space will remain as is. Updated Site Plan, updated Landscape Plan and Architectural Floor Plan will be submitted online.

La Taberna will be a healthy and safe place to have fun and make good friends as well we will have events and celebrations.

Look forward to your acceptance of this application.

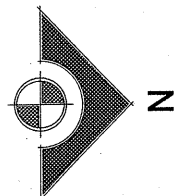
Sincerely,



VERYDIANA BELTRAN
La Taberna Night Club

MAP OF SURVEY

SHEET
1/1



SCALE: 1" = 40'

PROPERTY ADDRESS:
5301-5371 NORTH STATE ROAD SEVEN, TAMARAC, FL. 33319

DESCRIPTION:
ALL OF COMMERCIAL PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 82, PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH EASEMENTS RIGHTS OVER THE FOLLOWING DESCRIBED PROPERTY: A PORTION OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 41 EAST, OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF TRACT 8, OF SAID SECTION 13; THENCE SOUTH 0°12'12" EAST ALONG THE EAST LINE OF SAID TRACT 8, A DISTANCE OF 454.07 FEET, THENCE NORTH 89°15'42" WEST A DISTANCE OF 100.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 7; THENCE NORTH 0°12'12" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 502.28 FEET TO THE POINT OF BEGINNING OF THE DESCRIPTION, THENCE CONTINUE NORTH 0°12'12" WEST FOR A DISTANCE OF 60 FEET; THEN NORTH 89°15'42" WEST A DISTANCE OF 300 FEET; THENCE SOUTH 0°12'12" EAST A DISTANCE OF 60 FEET, THENCE SOUTH 89°15'42" EAST A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

FLOOD ZONE INFORMATION:
COMMUNITY NO. 120058
PANEL NO. 0354
SUFFIX: J
FIRM DATE: 8-18-2014
FLOOD ZONE: AH 9.0' (NAVD 1988)

THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE MAP OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THE MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALE IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS BROUGHT TO THE FACT THAT SAID DRAWING MAY BE ALTERED IN SCALE BY THE REPRODUCTION PROCESS.

THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A BOUNDARY SURVEY ONLY AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY BOARD, COMMISSION OR OTHER ENTITY.

THE ELEVATIONS OF WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 1/10 FOOT FOR NATURAL GROUND SURFACES AND 1/100 FOOT FOR HARDSCAPE FEATURES, INCLUDING PAVEMENTS, CURBS AND OTHER MAN-MADE FEATURES AS MAY EXIST.

LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT.

WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT UNLESS OTHERWISE SHOWN.

LEGAL DESCRIPTION SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR RECORDED EASEMENTS.

SHOWN ELEVATIONS ARE REFERRED TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 REFERENCE BENCH MARK: BCED BM 2512A EL. = 11.50

THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP, POSSESSION OR OCCUPATION OF THE SUBJECT PROPERTY BY ANY ENTITY OR INDIVIDUAL.

SUBSURFACE IMPROVEMENTS AND/OR ENCROACHMENTS WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE SUBJECT PROPERTY WERE NOT LOCATED AND ARE NOT SHOWN.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO THIS MAP OF SURVEY BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

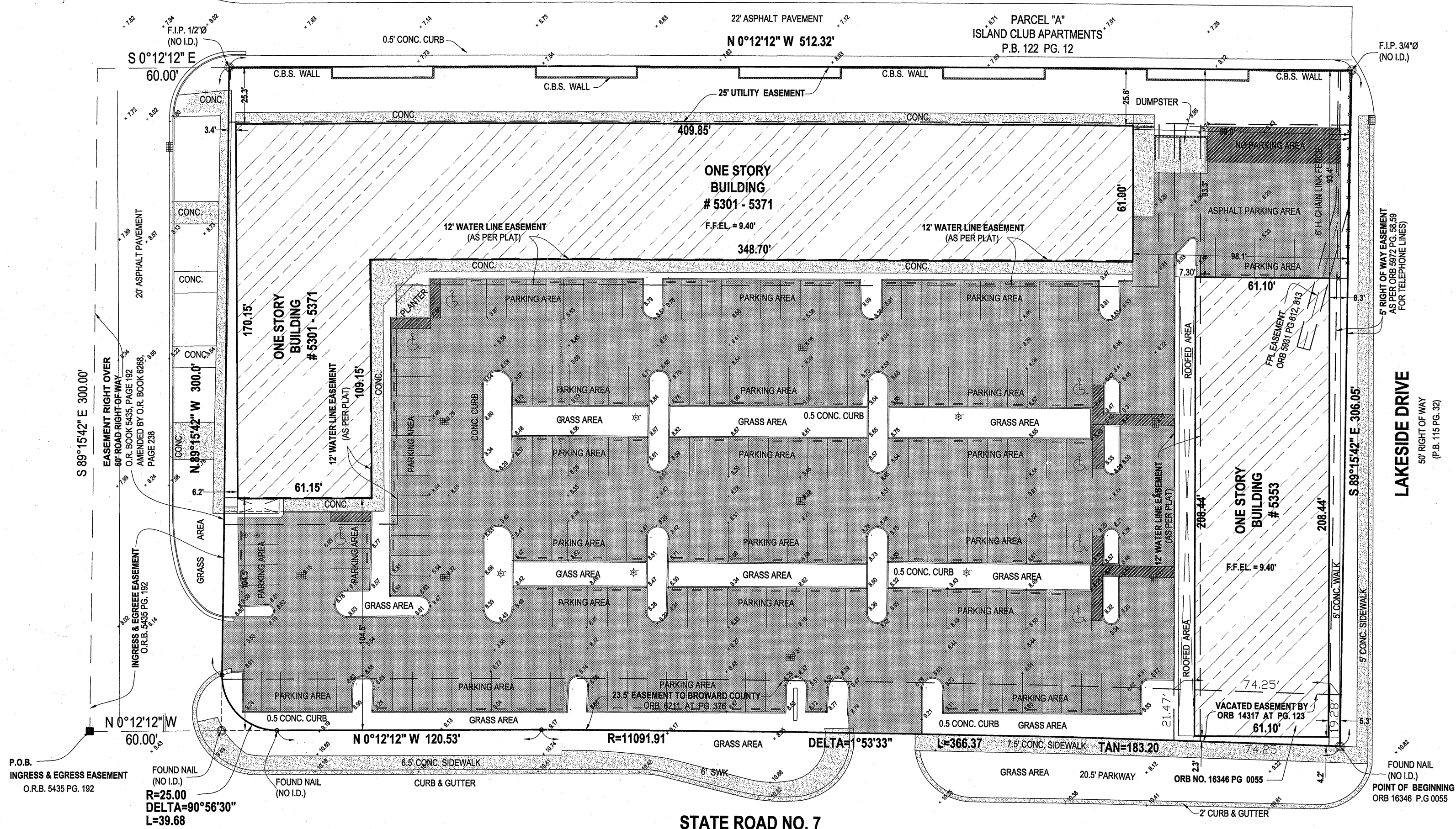
THIS MAP OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.

CERTIFY TO:
COMMERCIAL PLAZA TML, LLC, A FLORIDA LIMITED LIABILITY COMPANY

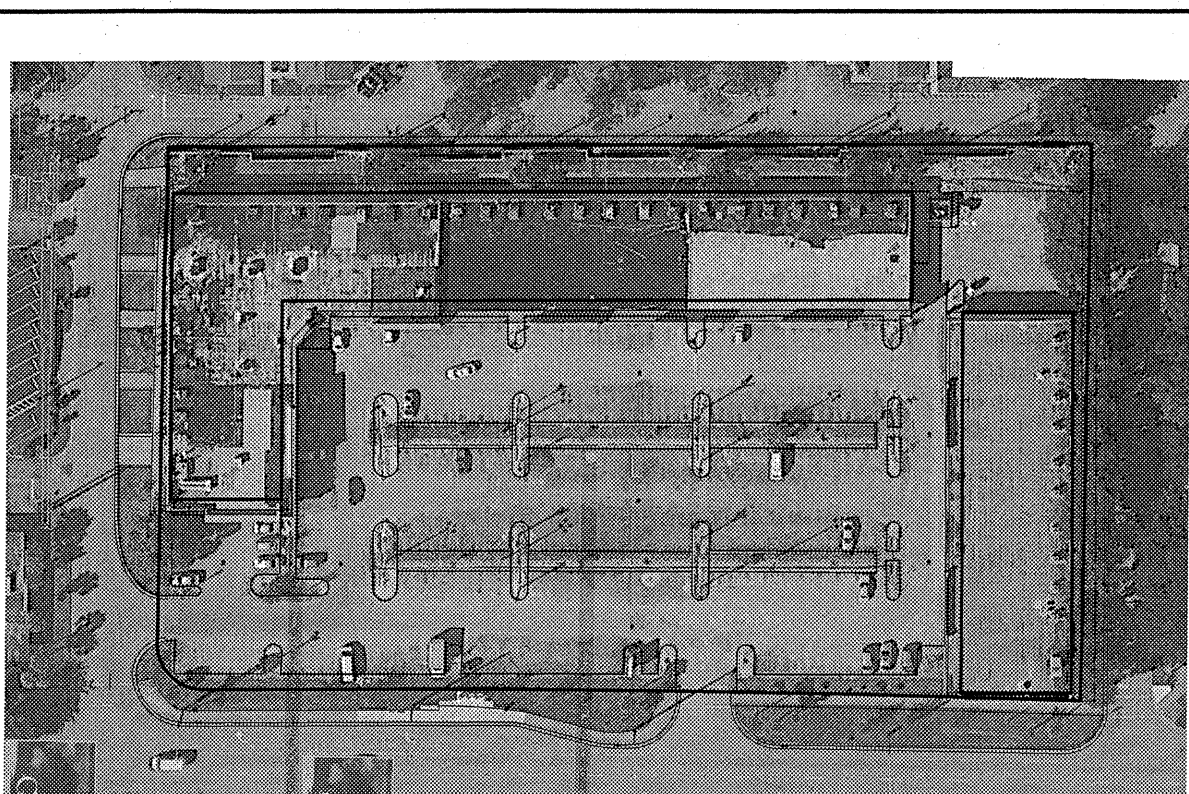
SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY: THAT THIS "BOUNDARY SURVEY" AND THE MAP OF SURVEY RESULTING THEREFROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

360° SURVEYING AND MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 6356

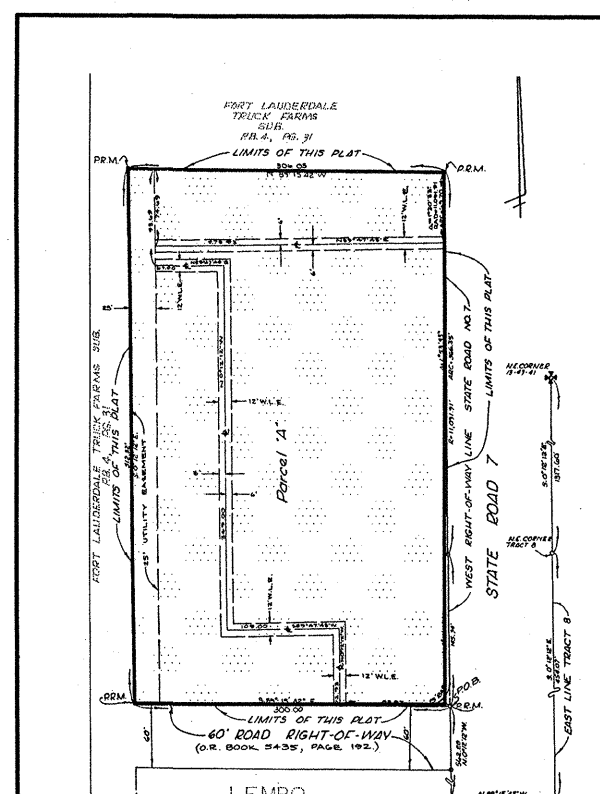
OSCAR E. BAEZ-CUSIDO, P.L.S.
REGISTERED SURVEYOR AND MAPPER NO. 5034
STATE OF FLORIDA.



STATE ROAD NO. 7



AERIAL MAP
(NOT TO SCALE)

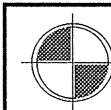


LOCATION MAP
(NOT TO SCALE)

LEGEND	
	CATCH BASIN
	LIGHT POLE
	MANHOLE (UNKNOWN)
	ELEVATION

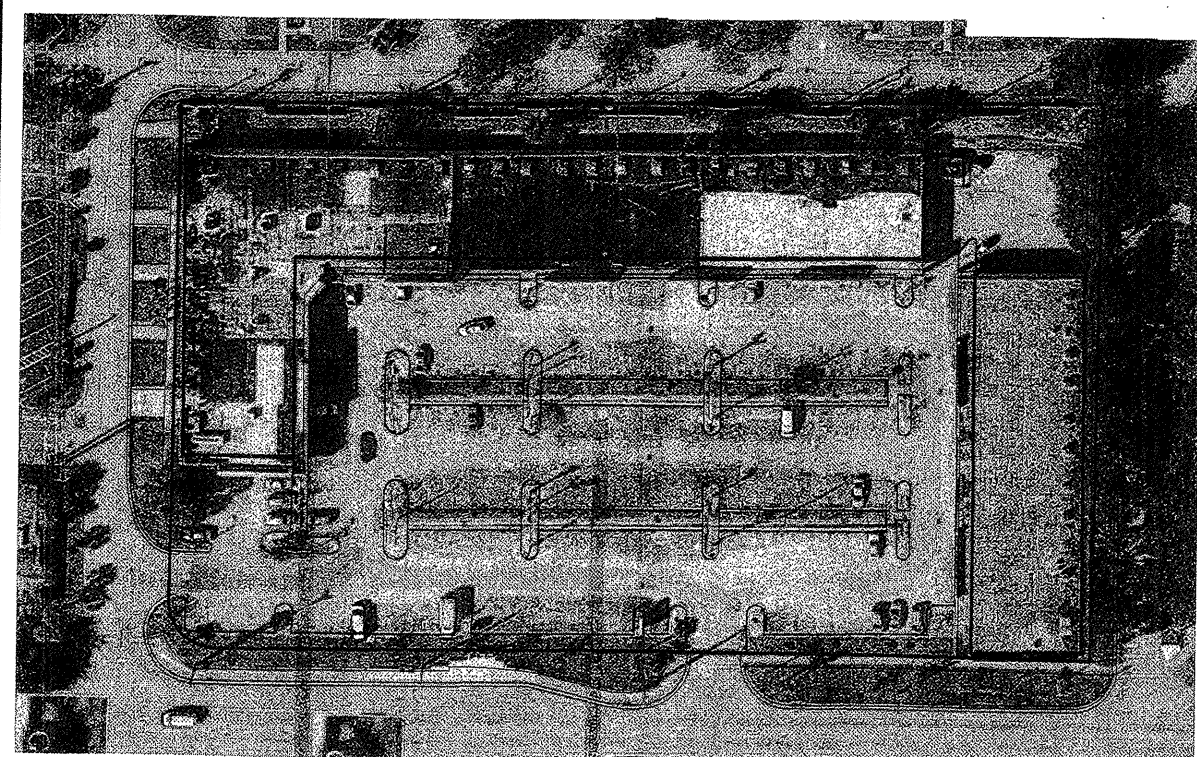
ABBREVIATIONS	
D	= CENTRAL ANGLE
C.B.S.	= CONCRETE BLOCK & STUCCO
CONC.	= CONCRETE
Ø	= DIAMETER
F.I.P.	= FOUND IRON PIPE
F.F.EL.	= FINISH FLOOR ELEVATION
H	= HEIGHT
I.D.	= IDENTIFICATION
L	= LENGTH (WHEN USED IN CURVE DATA)
O.R.B.	= OFFICIAL RECORDS BOOK
PG.	= PAGE
P.B.	= PLAT BOOK
P.O.B.	= POINT OF BEGINNING
R	= RADIUS
SWK	= SIDEWALK

REVISIONS:
01-09-2008 UP-DATE SURVEY
04-04-2008 UP-DATE SURVEY & CERTIFICATION
06-17-2014 UP-DATE SURVEY
10-20-2015 UP-DATE SURVEY AND ADD ELEVATIONS

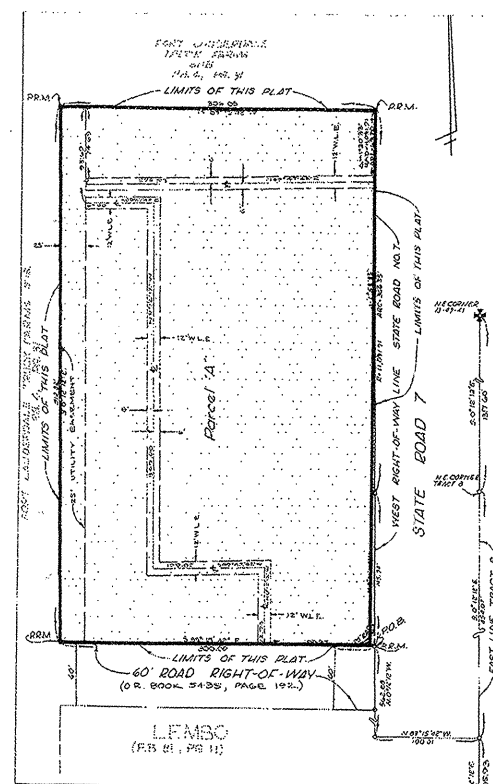


360° SURVEYING AND MAPPING, LLC
Land Surveyors - Land Planners
2000 S.W. 83rd Court MIAMI, FLORIDA 33155
PHONE: (305) 265-1002

ORIGINAL FIELD DATE 11-26-2003
JOB NO. 0103-0132G



AERIAL MAP
(NOT TO SCALE)

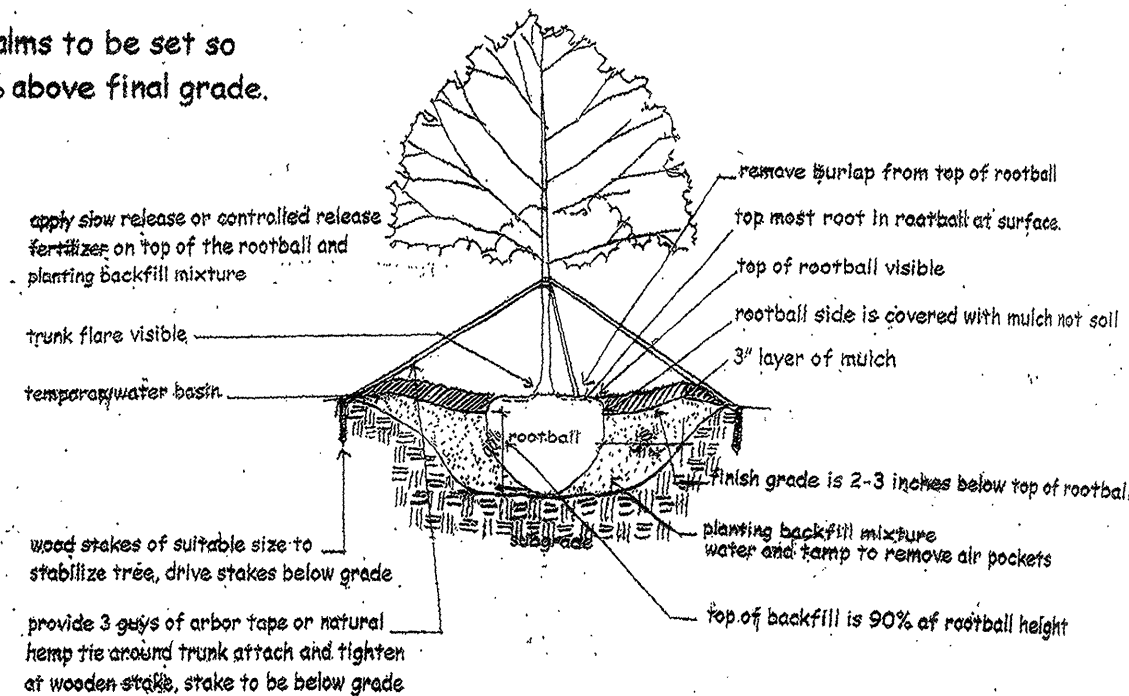


LOCATION MAP
(NOT TO SCALE)

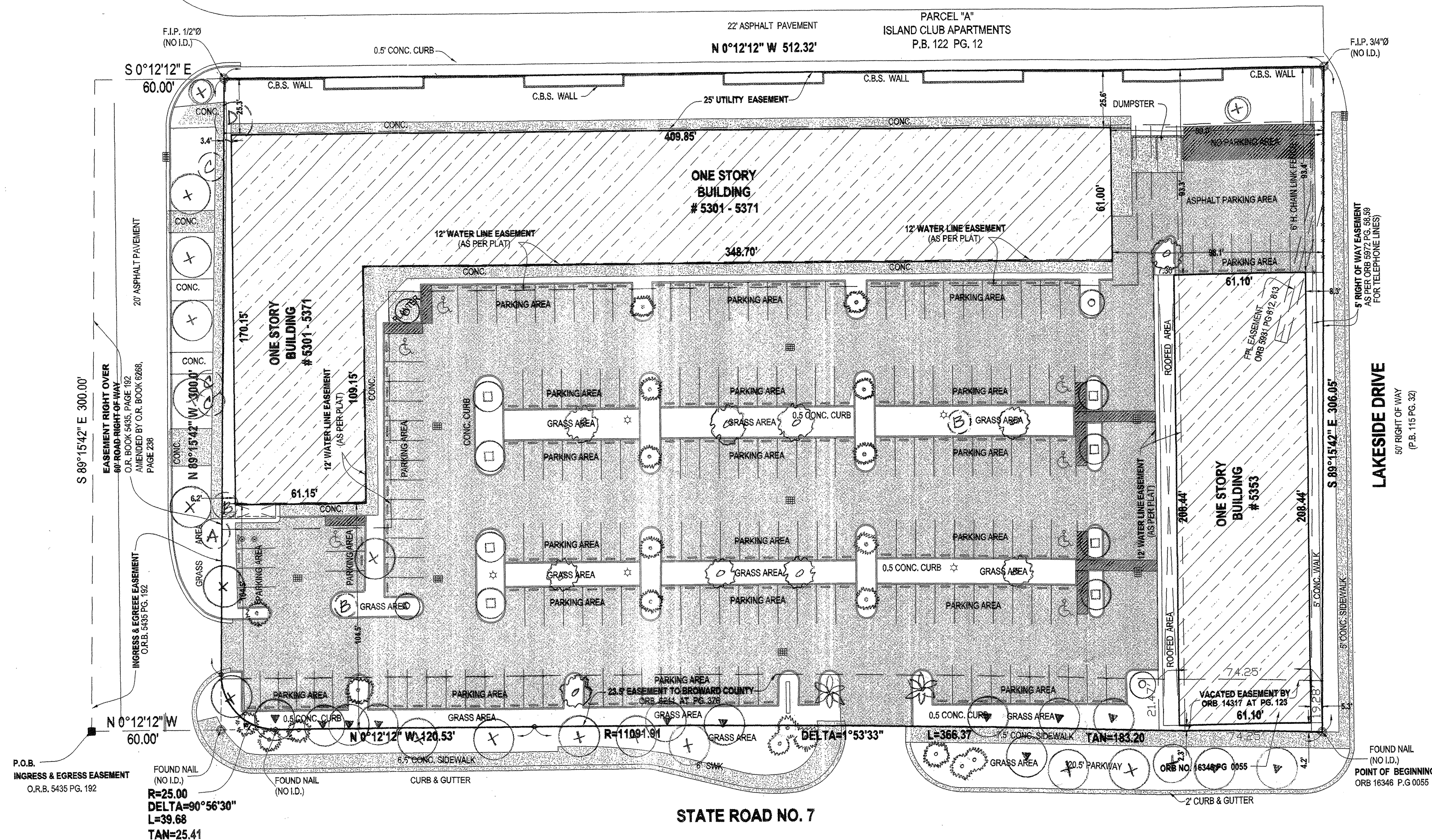
General Notes:

- All plant material shall be Florida No. 1 or better as given in the current *Grades and Standards for Nursery Plants*, 2nd Edition 1998, (w/ updates May 2005) Florida Department of Agriculture and Consumer Services, Division of Plant Industry.
- All plant materials shall be subject to inspection and approval by the Landscape Architect at place of growth and upon delivery for conformity to specification.
- All plants shall be true to species and variety and shall conform to measurements specified. All substitutions shall be submitted to the City and Landscape Architect for final approval.
- All plants shall be exceptionally heavy, symmetrical, tight knit and so trained in appearance as to be superior to form, branching and symmetry.
- Contractor shall notify S.U.N.S.H.I.N.E. (1-800-432-4770) for locations of existing utility lines 48 hours prior to beginning work. Contractor shall verify location of all utility lines and easements prior to commencing any work. Excavation in the vicinity of underground utilities shall be undertaken with care and by hand, if necessary. The Contractor bears full responsibility for this work and disruption or damage to utilities shall be repaired immediately at no expense to Owner.
- Grade B+, shredded sterilized Melaleuca or Eucalyptus mulch shall be used in all mass planting beds and for individual tree pits. All trees shall have a mulch ring with a depth of 3" and a diameter of 3'-4' around their base. All mulch shall be kept 4" from base of all plant material. Mulch beds shall be a minimum of 12" wider than plants measured from outside edge of foliage.
- Sod shall be St Augustine and free of weeds, insects, fungus and disease, laid with alternating and abutting joints.
- All trees and shrubs shall be backfilled with a suitable planting soil consisting of 50 percent sand and 50 percent approved compost. All plant materials shall be planted with a minimum of 6 to 18 inches of planting soil around the root ball. Refer to planting details. Planting soil to be backfilled into plant pits by washing in. Planting beds shall be free from road, pea, egg or colored rock, building materials, debris, weeds, noxious pests and disease.
- All sodded areas to have a minimum of 2" of planting soil as described in note #8.
- All trees shall be warranted by the Contractor and will be healthy and in flourishing condition of active growth one year from date of final acceptance.
- All shrubs, groundcovers, vines and sod shall be fully warranted for 90 days under same condition as above.
- All synthetic burlap, synthetic string or cords or wire baskets shall be removed before any trees are planted. All synthetic tape shall be removed from trunks, branches, etc before inspection. The top 1/3 of any natural burlap shall be removed or tucked into the planting hole before trees are backfilled. Planting soil to be backfilled into pits by washing in.
- All trees, palms and other plants shall be planted with the top of their rootballs no deeper than the final grade surrounding the planting area.
- In areas where paved surfaces abut sod or mulch, the final level of both surfaces should be even.
- All planting shall be installed with fertilizer at time of planting.
- All planting shall be installed in a sound, workmanlike manner and according to good planting procedures. Installation shall include watering, weeding, fertilizing, mulching, selective pruning and removal of refuse and debris on a regular basis so as to present a neat and well kept appearance at all times.
- All landscape and sod areas shall have an automatic irrigation system installed. Coverage should be 100% with 50% minimum overlap using rust free water to all landscape and sod areas. Spray upon public sidewalks, streets and adjacent properties should be minimized. Sodded areas and shrub/ groundcover beds should be on separate irrigation zones for a more efficient system. Irrigation system shall be installed in compliance with all local codes.
- All landscape and irrigation shall be installed in compliance with all local codes.
- The plan shall take precedence over the plant list, should there be any discrepancy between the two.

Note: All trees and palms to be set so that rootballs are 10% above final grade.



TREE PLANTING & STAKING DETAIL
NTS



Tree Replacement Plan

Scale 1"= 40'-0"

Tree Legend

Symbol	Quantity	Name	Size
Existing trees			
A	1	Existing seagrape	
B	3	Sabal palm	
C	3	Foxtail palm	
D	1	Black olive	
New Tree Replacements			
(Symbol)	4	Lagerstroemia indica/ Crape Myrtle	15' Ht
(Symbol)	8	Tabeouia impetiginosa/ Purple Trumpet	1 @ 10' Ht 7 @ 12' Ht
(Symbol)	10	Bulnesia arborea/ Verawood	3 @ 8' Ht 7 @ 10' Ht
(Symbol)	16	Quercus virginiana/ Live Oak	1 @ 8' Ht 1 @ 10' Ht 7 @ 12' Ht 7 @ 15' Ht
(Symbol)	12	Bursera simarubal/ Gumbo Limbo	15' Ht
(Symbol)	21	Sabal palmetto/ Sabal Palm	18' OA Ht min.
(Symbol)	2	Conocarpus erectus/ Silver Buttonwood	10' Ht
(Symbol)	2	Roystonea regia/ Royal Palm	10' GW

REVISIONS:

04-02-09
4/24/09
5/11/09
11/9/12
7/26/14
As installed

UNIVERSITY OF FLORIDA
LANDSCAPE ARCHITECTURE
LSC # 14-000005

Kimberly Moyer, RLA
Landscape Architecture
(954) 492-9609
Lic. No. #14000052

SOUTHEAST
ARCHITECTS SERVICES, INC.

4316 WEST BROWARD BLVD. Ste. 3 • Plantation, FL 33317
(954) 771-6060 • FAX (954) 771-0037
LIC. # 14-0001953

COMMERCIAL PLAZA

STATE ROAD 7

TAMARAC

FLORIDA

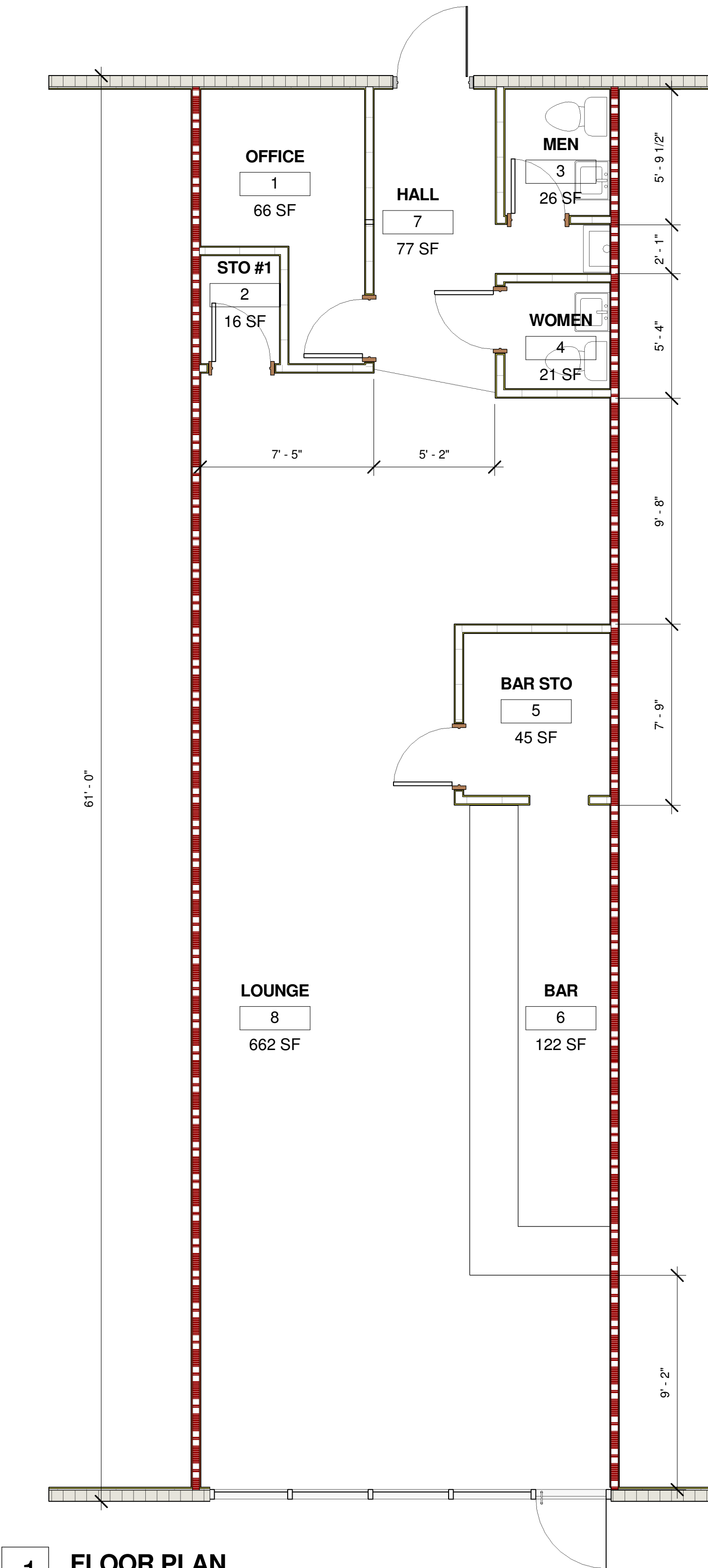
DRAWN:

DATE:
11-19-08

PROJECT NUMBER:
13-08

SHEET NUMBER:
1

10'



1 FLOOR PLAN
1/4" = 1'-0"

LA TABERNA NIGHT CLUB
5303 STATE ROAD 7
TAMARC, FLORIDA
AREA 1071 SQUARE FEET
OCCUPANCY - A2 - 15 SF NET PER PERSON
= OCCUPANCY LOAD OF 72 PEOPLE

La Taberna Night Club

5303 STATE ROAD 7

TAMARAC, FLORIDA

API GROUP, INC.

5921 VISTA LINDA LANE

BOCA RATON - FLORIDA 33433

Phone : (954) 392-7120 Fax : (954) 392-7502

File Location:

Q:\PROJECTS\2015\LA TABERNA NIGHT CLUB\LA TABERNA NIGHT CLUB.dwg

Project No

XXXXX

DATE

10-26-15

Phase

SITE PLAN APPROVAL

NO	DATE	Description
1	12-02-15	CITY COMMENT

Sheet No:

A-1

API GROUP, INC.

ARCHITECTURAL

TAMARAC - FLORIDA

JOHN DALE MEALY

ARCHITECT AIT 0013195

AAC 001990

FLOOR PLAN

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ELECTRONIC SIGNATURE SERIAL NUMBER 7E 46 76 18 1E CA 7F 02 95 F7