



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
January 11, 2016

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Michelle J. Gomez

1. Executive Airport Presentation on Updated Noise Contour Map

Executive Airport Presentation on Updated Noise Contour Map - ***Ft. Lauderdale Executive Airport Manager Rufus James, Deputy Director of Transportation & Mobility Julie Leonard, Noise Abatement Officer Florence Straugh, Montgomery Consulting Group, Inc. President Monty Gettys and Harris Miller Miller & Hanson, Inc. Vice President Ted Baldwin***

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

Item No. 6 (j) on the Consent Agenda. (TR12740) 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. - ***Community Development Director Maxine Calloway, Public Art Consultants George Gadson and Beth Ravitz and The Glass Artist Zachary Knudson***

Commission District(s): District 4

3. Legislative Update - Val Gelnovatch, The Ferguson Group

Legislative Update - ***Val Gelnovatch, The Ferguson Group***

4. TR12728 - 2015 Edward Byrne Memorial JAG Award

Item No. 6 (f) on the Consent Agenda. (TR12728) 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. - ***Grants Administrator/Budget Analyst Michael Gresek and Broward Sheriff's Captain Neal Glassman***

Commission District(s): City-wide

5. TR12736 - Citywide Buffer Wall Phase IIB Expansion

Item No. 6 (h) on the Consent Agenda. (TR12736) 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. - **Public Services Director Jack Strain and Assistant Public Works Director John Doherty**

Commission District(s): District 1
District 2

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

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

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



Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

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Title - Commissioner Michelle J. Gomez

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Title - Executive Airport Presentation on Updated Noise Contour Map

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

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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").

WITNESSETH:

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.

AGREEMENT – THE GLASS ARTIST

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

AGREEMENT – THE GLASS ARTIST

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.

AGREEMENT – THE GLASS ARTIST

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

AGREEMENT – THE GLASS ARTIST

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

AGREEMENT – THE GLASS ARTIST

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

AGREEMENT – THE GLASS ARTIST

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

AGREEMENT – THE GLASS ARTIST

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.

AGREEMENT – THE GLASS ARTIST

- 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

AGREEMENT – THE GLASS ARTIST

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.

AGREEMENT – THE GLASS ARTIST

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

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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.

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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.

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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,

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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

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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.

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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.

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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.:

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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

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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 3/4 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]







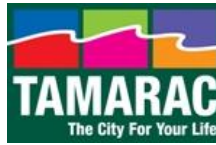
Title - Legislative Update - Val Gelnovatch, The Ferguson Group

Legislative Update - ***Val Gelnovatch, The Ferguson Group***

ATTACHMENTS:

Description	Upload Date	Type
📎 Federal Agenda and Ferguson Memo	1/7/2016	Backup Material

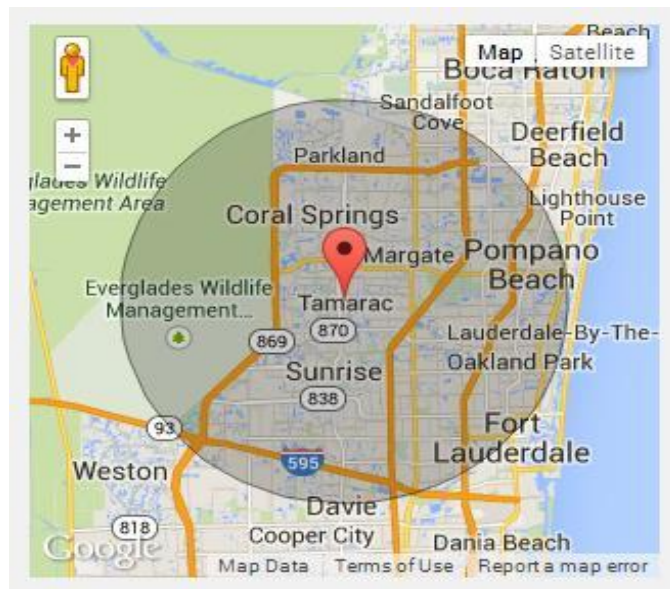
City of Tamarac, Florida
Federal Agenda
January 2016
DRAFT



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



Title - TR12728 - 2015 Edward Byrne Memorial JAG Award

Item No. 6 (f) on the Consent Agenda. (TR12728) 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. - ***Grants Administrator/Budget Analyst Michael Gresek and Broward Sheriff's Captain Neal Glassman***

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 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

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 - TR12736 - Citywide Buffer Wall Phase IIB Expansion

Item No. 6 (h) on the Consent Agenda. (TR12736) 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. - ***Public Services Director Jack Strain and Assistant Public Works Director John Doherty***

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.

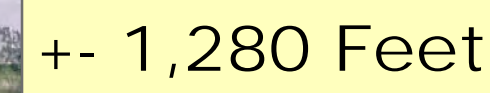
HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY



W COMMERCIAL BLVD

+ - 1,153 Feet

+ - 80 Feet

NW 64TH AVE

WATER OAK CIR

WATER OAK PL

WHITE OAK LN

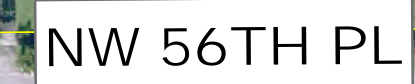
RED OAK CIR

BLUE JACK OAK CIR

BLUE BEECH CT

BLUE BEECH LN

BANYAN LN



+ - 415 Feet

NW 57TH WAY

+ - 84 Feet

CANTERBURY LN

THE COMMON

NW 55TH LN

WOODLANDS BLVD

NW 54TH LN

NW 54TH WAY

NW 57TH ST

NW 56TH CT

NW 54TH AVE

ROCK ISLAND RD

+ - 533 Feet	
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+ - 797 Feet

GUAVA DR

END PROJECT

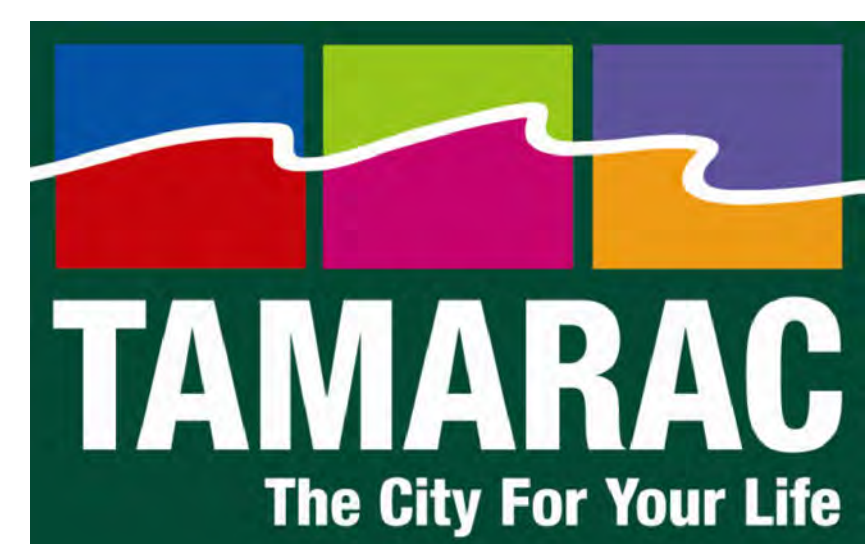
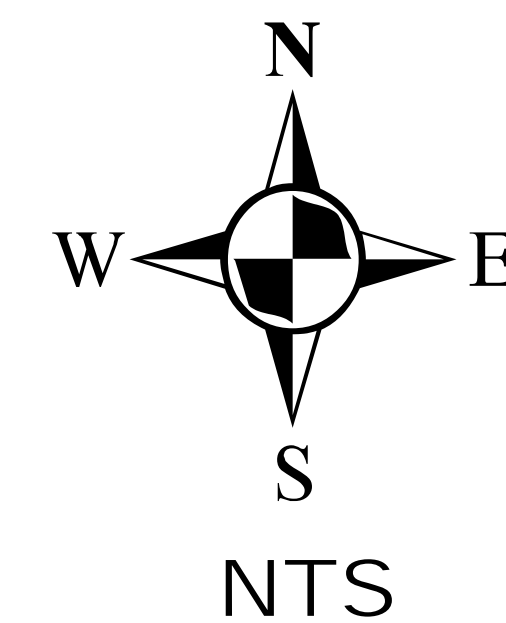
COMMERCIAL BLVD BUFFER WALL

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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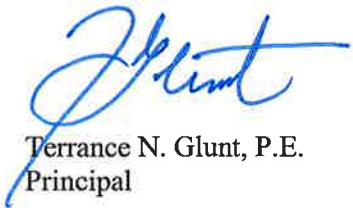
CLOSURE

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%	138%			

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 "T. 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

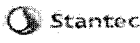
By: _____, City Manager

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	Description							Hours	Cost For Activity	
Task 1.00	Data Collections	TNG	JC	MA	EH	TR	DS			\$ 12,105.00
1.1	Initial Meetings	2	2					4	\$ 570.00	
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	
			</							

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