



CITY OF TAMARAC REGULAR CITY COMMISSION MEETING

Commission Chambers

July 14, 2021

5:00 PM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Mayor Gomez

INTRODUCTION

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

- a. Recognizing Community Christian Church, Christian Life Center and Korean United Methodist Church for their commitment to the community during the COVID-19 Pandemic**
- b. Investment Report - April 2021**
Investment Report - April 2021
- c. Investment Report - May 2021**
Investment Report - May 2021

3. PUBLIC PARTICIPATION

Any member of the public may speak to any issue that is not agendized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. There will be a thirty (30) minute aggregate time limit for this item. When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

Members of the public wishing to provide comments to the members of the City Commission on any matter, including items on the agenda, may submit their comments by email to CityClerk@Tamarac.org. All comments submitted by email shall be made part of the public record. The City has authority under the City Code to regulate the manner in which public comments are made during any public meetings. Please be advised, the City will not read publicly any emails.

ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE

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

4. CONSENT AGENDA

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

a. Approval of the June 9, 2021 - City Commission Workshop Minutes

b. Approval of the June 9, 2021 - City Commission Minutes

c. Approval of the June 23, 2021 - City Commission Minutes

d. TR13574 - Approve Change Order No. 1 to the Agreement with SFM for Landscaping Services

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing increased expenditure for Grounds Maintenance Services with SFM Services, Inc. due to increased quantity of landscaped areas to be maintained and increased service levels to certain areas, nunc pro tunc, at a cost not to exceed \$109,364.23 and approve an annual cost adjustment based on the Miami Urban CPI for the period June 2020 to June 2021, not to exceed 4% and said CPI cost adjustment shall be effective on October 1, 2021; authorizing annual expenditures not to exceed \$831,632.47, including annual price escalation / de-escalation per bid no 19-29b; authorizing proper city officials to execute contract renewals; providing for conflicts; providing for severability; and providing for an effective date.

e. TR13633 - Appointing the 5th Member of the Firefighters Pension Board

A Resolution of the City Commission of the City of Tamarac, Florida, confirming the appointment of Pete Prior as the 5th Trustee of the Firefighters Pension Board to serve a four-year-term ending May 19, 2025; providing for conflicts; providing for severability; and providing for an effective date.

f. TR13634 - TCC Roof Replacement

A Resolution of the City Commission of the City of Tamarac, Florida, approving a Piggy-back Agreement with PSI Roofing, a Florida Corporation utilizing OMNIA Contract Number 180901-FL-021, and authorizing the appropriate City Officials to execute said Piggy-back Agreement with PSI Roofing, to replace the metal roof at the Tamarac Community Center, at a cost not to exceed \$281,123.31, a contingency in the amount of 10% or \$28,112.33 will be added to the project account for a total project budget of \$309,235.64; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 2
Citywide

g. TR13635 - City Hall Roof Design T.A. #21-05D

A Resolution of the City Commission of the City of Tamarac, Florida, approving Task Authorization

no. 21-05D and authorizing the appropriate City Officials to execute Task Authorization no. 21-05D with Walters Zackria Associates, PLLC, to provide professional services to prepare the design of the City Hall Roof Replacement Project in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No. R-2016-80, at a cost not to exceed \$68,100.00, a contingency in the amount of 10% or \$6,810.00 will be added to the project account for a total project budget of \$74,910.00; authorizing the appropriate City Officials to administer the Contract; authorizing a future Budget Amendment, for proper accounting purposes, in an amount not to exceed \$74,910.00, pursuant to F.S. 166.241(2); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 3
Citywide

h. TR13643 - Prospect Road Highway Maintenance Memorandum of Agreement

A Resolution of the City Commission of the City of Tamarac, Florida approving the Highway Maintenance Memorandum of Agreement (MMOA) between the City of Tamarac and the State of Florida Department of Transportation (FDOT) for the Prospect Road Right-of-Way from East of NW 31st Avenue to West of 28th Avenue; authorizing the appropriate City Officials to execute said Highway Maintenance Memorandum of Agreement, pending legal review between FDOT and the City of Tamarac, for the Prospect Road Right-of-Way from East of NW 31st Avenue to West of 28th Avenue; providing for conflicts; providing for severability; and providing for an effective date.

i. TR13644 - NW 70TH Street Pipe Bursting Project

A Resolution of the City Commission of the city of Tamarac, Florida, awarding a contract to Murphy Pipeline Contractors, Inc. utilizing pricing from an Agreement obtained through a formal competitive process by the Purchasing Cooperative of America per Contract Number OD-307-20, for the replacement of 3,600 linear feet of water pipe together along with 10 existing fire hydrants along NW 70th street between the intersection of Pine Island Road on NW 70th street to NW 80th avenue; authorizing the appropriate City Officials to execute a Purchase Order Agreement with Murphy Pipeline Contractors, Inc. For a project cost of \$684,283.64, a contingency of 10% or \$68,428.36 will be added to the project account for a total project budget of \$752,712.00; project will be funded by CIAC Fees; authorizing a Budget Amendment in an amount not to exceed the total project cost of \$752,712.00 pursuant to F.S. 166.241(2); authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 4

j. TR13646 - D3 Appointment to the Sister Cities Committee

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Mary Jo Rivera to the Sister Cities Committee to serve a term concurrent with the appointing Commission member, or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 3

k. TR13648 - Opioid Litigation Settlement

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the City of Tamarac, Florida to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan Settlement Agreement; directing the City Clerk to provide a copy of this Resolution to the Florida Leagues of Cities and the Florida Attorney General; authorizing the execution of all documents necessary to effectuate the intent of this Resolution; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

l. TR13650 - Metro Express Cumulative Expenditure

A Resolution of the City Commission of the City of Tamarac, Florida, approving various Task Authorizations with Metro Express Inc.; authorizing a cumulative expenditure for said purpose in an

amount not to exceed \$71,492.50; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

m. TR13651 - Amending the List of Charitable Entities

A Resolution of the City Commission of the City of Tamarac, Florida, amending Resolution R-2021-054, by specifically adding to the List of Charitable Entities with whom the City of Tamarac recognizes a formally approved relationship; providing for an amended Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time, for the expressed purpose of compliance with Section 1-19(C)(5)(A)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

5. REGULAR AGENDA

a. Presentation - Solid Waste Working Group (SWWG)

Presentation by SWWG Chair, Cooper City Mayor, Greg Ross, and SWWG Vice Chair, Broward County Commissioner Beam Furr

Commission District(s): Citywide

b. TR13622 - FY2022 Proposed Millage Rate and Public Hearings on the FY 2022 Budget

A Resolution of the City Commission of the City of Tamarac, Florida, approving the proposed millage rate of 7.2899 mills for general operating purposes; approving September 13, 2021, at 5:05 p.m. at the Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida, as the date, time and place for the first public hearing to set the tentative millage rate and budget for Fiscal Year 2022; approving September 28, 2021 at 5:05 p.m. at the Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida as the date, time, and place for the second public hearing to adopt the millage rate and budget for fiscal year 2022; authorizing the City Manager to send the proposed millage rate of 7.2899 and the date, time and place for both the first and second public hearings to the Broward County Property Appraiser for fiscal year 2022; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

c. TR13623 FY 2022 Preliminary Fire Assessment Resolution

A Resolution of The City Commission Of The City Of Tamarac, Florida, relating to the provision of Fire Rescue Services, facilities and programs in The City Of Tamarac, Florida; establishing the estimated assessment rate for Fire Rescue Assessments for the fiscal year beginning October 1, 2021; directing the preparation of an assessment roll; authorizing a public hearing and directing the provision of notice thereof; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s): Citywide

d. TR13624 FY 2022 Preliminary Stormwater Utility Management Fee Resolution

A Resolution of The City Commission of The City Of Tamarac, Florida, Relating to the provision of Stormwater Management provided by The City's Stormwater Utility; determining that certain real property will be specially benefited thereby; establishing and confirming the method of calculating the cost of Stormwater Management Service against the real property that will be specially benefited thereby; directing the City Manager to prepare or direct the preparation of a Preliminary Stormwater Utility Management Fee Roll based upon the methodology set forth herein; establishing a public hearing for the proposed Stormwater Utility Management Fees and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s): Citywide

e. TR13625 FY 2022 Preliminary Solid Waste Assessment Resolution

A Resolution of The City Commission of The City Of Tamarac, Florida, relating to the provision of

residential Solid Waste Collection Services and facilities and programs in The City Of Tamarac, Florida; providing for purpose and definitions; providing for legislative determinations; establishing the estimated rate for the residential Solid Waste Collection Services Assessment for the fiscal year beginning October 1, 2021; directing the preparation of a Residential Solid Waste Collection Services special assessment roll; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date

Commission District(s): Citywide

f. TR13626 FY 2022 Preliminary Nuisance Abatement Assessment Resolution

A Resolution of The City Commission of The City Of Tamarac, Florida, relating to the provision of Nuisance Abatement on certain real properties by The City in accordance with Chapter 9, Article II, Division V of The City's Code Of Ordinances; determining that certain real property has been specially benefited by The City's Abatement Of Nuisances thereon; directing The City Manager to prepare or direct the preparation of a preliminary Nuisance Abatement Assessment Roll; establishing a Public Hearing for the proposed levy of unpaid nuisance Abatement Assessments on the annual tax bill and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s): Citywide

6. ORDINANCE(S) - FIRST READING

a. TO2475 - Amendment to Zoning Code to Ban Distribution, Sale or Use of Plastic Straws and Stirrers

An Ordinance of the City of Tamarac, Florida creating Article XVII. – entitled “Prohibition on Distribution, Sale or Use of Plastic Straws and Stirrers”, of Chapter 12 – Licenses and Business regulations, of the Code of Ordinances of the City of Tamarac; providing limitations on the distribution, use, and sale of plastic straws and stirrers within the City; providing for conflicts; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

b. TO2476 - Ordinance Extending the Woodlands Overlay District Termination Date to Sunset and Terminate, Nunc Pro Tunc, Four (4) Years After the Effective Date of the Land Development Code

An ordinance of the City Commission of the City of Tamarac, florida extending the Woodlands Overlay District termination date, nunc pro tunc to July 12, 2022 by amending Chapter 10 of the City of Tamarac Code of Ordinances, entitled “Land Development Code” by amending Article 2, entitled “Zoning Districts” by specifically amending Section 10-2.7(C), entitled “Woodlands Overlay District”, to sunset and terminate the woodlands overlay district four years after the effective date of the City of Tamarac Land Development Code, in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 2

c. TO2463 - Prohibition of Begging, Panhandling & Solicitation Ordinance

An Ordinance of the City of Tamarac, Florida, amending Chapter 14 of the City's Code of Ordinances entitled “Motor Vehicle and Traffic” by amending Article I, Section 14-3 Entitled “Activity Restricted on Certain Streets”; Prohibiting Begging, Panhandling and Solicitation In and Upon Certain Roadways and Rights-of-Way Within the City; providing for definitions; providing for findings and intent; providing for penalties; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

7. PUBLIC HEARING(S)

a. TR13645 - Eden West - Vacation of Easement

A Resolution of the City Commission of the City of Tamarac, Florida, approving/denying a vacation of easement petition in an effort to vacate three (3) utility easements located on the Eden West property, more specifically located at the northeast corner of W McNab Road and N Pine Island Road (NW 88 Avenue) as further described in the legal description attached hereto as Exhibit "A"; (Case No. 2-P-21); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 4

b. TR13641 - Approval of FY 2021/2022 CDBG Annual Action Plan

A Resolution of the City Commission of the City of Tamarac, Florida, approving the projects recommended for inclusion in the Fiscal Year 2021/2022 Annual Action Plan for expenditure of the Community Development Block Grant funds estimated to be \$392,687 for the twenty second program year, attached hereto as Exhibit "A"; authorizing the appropriate City Officials to submit said Annual Action Plan and related documents to the United States Department of Housing and Urban Development; authorizing the Mayor or appropriate City Officials to execute Fiscal Year 2021-2022 Annual Action Plan federal application for funding; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

c. TR13642 - 3rd Amendment to FY 19/20 CDBG Annual Action Plan

A Resolution of the City Commission of the City of Tamarac, Florida, approving a third amendment to the City's previously adopted Annual Action Plan for Fiscal Year 2019/2020 attached hereto as Exhibit "A", for expenditure of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG); providing for the reprogramming of One Hundred Thousand Dollars (\$100,000) in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds (CDBG-CV1) slated for Economic Development and assign those funds to the Residential Housing Assistance Payment Program and other Public Service activities as defined by 24CFR 570.201(E); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

8. ORDINANCE(S) - SECOND READING

9. QUASI-JUDICIAL HEARING(S)

10. OTHER

a. Discussion related to Social Media Use

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

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

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

A handwritten signature in blue ink, reading "Jennifer Johnson". The signature is fluid and cursive, with the first name "Jennifer" and last name "Johnson" clearly distinguishable.

Jennifer Johnson, CMC
City Clerk



Title - Mayor Gomez



Title - Recognizing Community Christian Church, Christian Life Center and Korean United Methodist Church for their commitment to the community during the COVID-19 Pandemic



Title - Investment Report - April 2021

Investment Report - April 2021

ATTACHMENTS:

Description	Upload Date	Type
Investment Report - April 2021	6/24/2021	Backup Material

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATIVE DIVISION

To: Michael C. Cernech, City Manager
From: Christine Cajuste, CPA, Financial Services Director
Date: June 23, 2021
Re: Investment Report: April 2021

Recommendation:

The following report outlines the results of the City's investment activities for the Month of April 2021.

Issue:

This report provides an update of the City's investment activity through the month of April 2021. Tamarac's Code, Section 6-29 "Investment Reports", provides that: "The Finance Director shall prepare a written report of the City's investments at least on a monthly basis. The report shall be presented and explained to the City Commission at a regular or special meeting."

Background:

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

Investment Portfolio Weighted Yield:

The total Operations & Reserve investment portfolio weighted average yield for the month of April was 0.15%. The managed portion of the portfolio had a weighted average yield of 0.89%, while the cash portion of the portfolio had a weighted average yield of 0.05%.

The Series 2018 Bond proceeds portfolio weighted average yield for the month was 0.05%.

The combined weighted average yield of all portfolios for the month of April was 0.15%.

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least \$15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in the SBA, FLSAFE, Wells Fargo, AIM account and at TD Bank on April 31, 2020 was \$180,098,463.18. The Series 2018 Capital Improvement Bond proceeds portfolio had \$3,287,593.69 in FLSAFE.

Investment Activity – April 2021

Investment Maturities/Calls/Sold:

No securities matured, were called or were sold during the month of April.

Investment Purchases:

No investments were purchased during the month of April.

Investment News (Source: Neil Waud, CFA, Chief Investment Officer, Portfolio Manager, John F. Grady, Managing Director).

With Spring Comes Blossoming Progress

April 8, 2021 - Public Trust Trading Desk

The U.S. economy continues to accelerate as the vaccination count advances and business restrictions ease. As of April 7, 32.6% of the U.S. population has received at least one vaccine dose while 19% has been fully vaccinated according to the CDC. The swift rollout of vaccinations underpins the rise in consumer sentiment which, as measured by the Conf. Board Consumer Confidence Index, registered a pandemic-high print of 109.7 in March. Federal stimulus distributions paired with increasing confidence in the recovery are expected to fuel a surge in household spending amongst a consumer base already flush with cash.

On the labor market front, Nonfarm Payrolls for March shattered expectations as the 916k reading came in well above the 660k survey estimate. The jobs report showed a rise in hiring across most industries, led by a 280k gain in leisure & hospitality. Despite growing improvement in the labor market, the Federal Reserve continues to maintain its dovish assessment of employment conditions. With the participation rate currently standing at just 61.5%, it would take ~5.2 million additional individuals reentering the labor force before returning to the pre-pandemic level. Reintroducing these workers as unemployed would translate to an unemployment rate close to 9.4% compared to March's reading of just 6.0%.

On March 31, the Biden Administration unveiled its much-anticipated \$2.3 trillion infrastructure investment plan. The proposal encompasses roughly \$620 billion related to transportation spending, \$300 billion to bolster domestic manufacturing, \$250 billion for research & development, and \$215 billion allocated to affordable housing with the residual spending spread across community-based care and education. To fund this ambitious spending plan, President Biden is calling for ~\$2 trillion in corporate tax increases over the next 15 years by proposing a raise in the corporate tax rate to 28% from 21% currently.

The IMF now projects the U.S. economy to expand by 6.4% this year, marking the fastest pace of growth since 1984. Fed Chairman Powell, however, continues to reiterate that the Fed is in no hurry to change its easy monetary policy and that effects on inflation from stimulus distributions are expected to be transitory.

Investment Recommendation: The Federal Reserve is likely to keep its target rate near zero for the near term. This expectation is reflected in the low yields available to fixed income investors on the front end of the curve, although inflation expectations have pushed interest rates higher for maturities past three years. Even with yields remaining near historically low levels, we continue to recommend an investment strategy laddering securities in the one to five year area of the curve, picking up incremental income over our cash alternatives that currently hover near 0%.

(2) External assets not managed by Public Trust. Information provided by City staff. Asset allocation limits defined in the City's investment policy.



City of Tamarac - Managed Portfolio
Investment Report

04/01/2021 to 04/30/2021

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Disclaimers

Relationship Management Team

Relationship Managers

John Grady | Managing Director

Direct: (407) 588-0525

Mobile: (407) 701-8002

john.grady@publictrustadvisors.com

Tom Tight | Managing Director

Direct: (407) 588-9391

Mobile: (407) 765-0761

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Portfolio Manager

Neil Waud, CFA | Chief Investment Officer

Direct: (303) 244-0468

Mobile: (720) 255-7404

neil.waud@publictrustadvisors.com

Cory Gebel, CFA | Director, Portfolio Management

Direct: (720) 845-5788

cory.gebel@publictrustadvisors.com



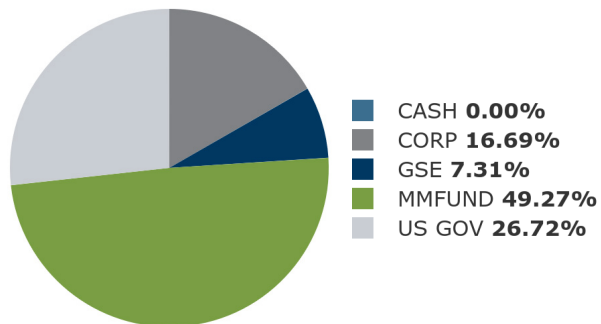
Portfolio Characteristics

	03/31/21	04/30/21
Duration	0.537	0.495
Years to Effective Maturity	0.543	0.501
Years to Final Maturity	0.564	0.521
Coupon Rate	1.044	1.043
Book Yield	0.890	0.890
Market Yield	0.087	0.081
Benchmark Yield	--	--

Portfolio Summary

Summary	03/31/21	04/30/21
Historical Cost	\$24,241,732.02	\$24,253,312.39
Book Value	24,187,470.05	24,196,219.56
Accrued Interest	48,701.56	57,811.35
Net Pending Transactions	95.99	101.06
Book Value Plus Accrued	\$24,236,267.60	\$24,254,131.97
Net Unrealized Gain/Loss	199,527.67	185,381.34
Market Value Plus Accrued	\$24,435,795.27	\$24,439,513.31

Asset Allocation



Income Summary

Period Income	Income
Interest Income	\$20,695.23
Net Amortization/ Accretion Income	(2,830.86)
Net Income	\$17,864.37

Detail may not add to total due to rounding.

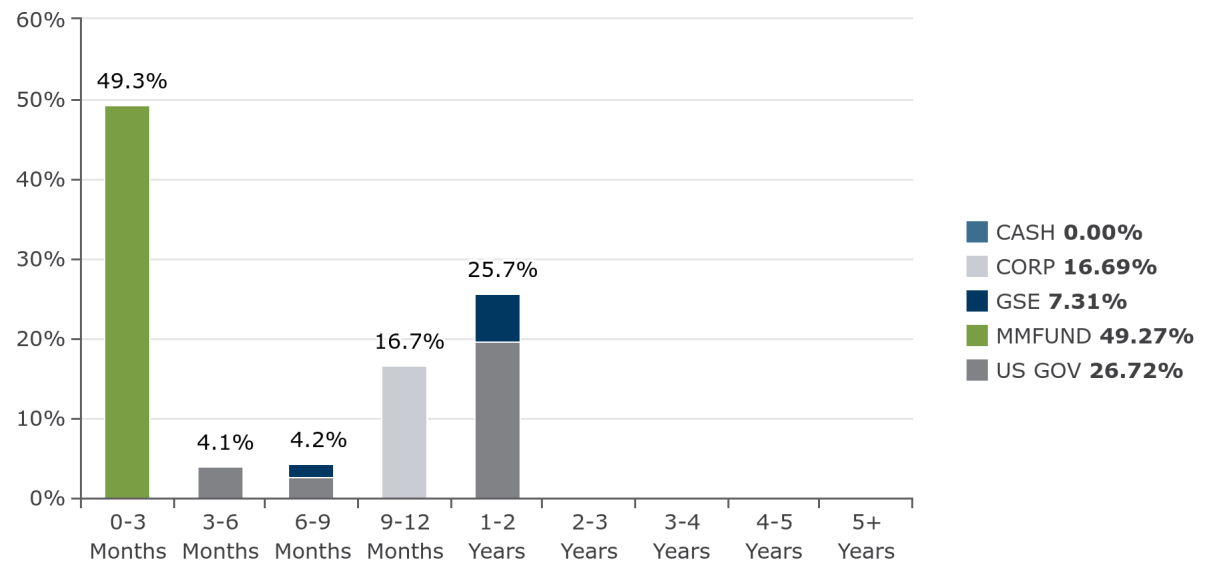
Maturity Distribution by Security Type

Security Distribution	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	5+ Years	Portfolio Total
CASH	\$101.06	--	--	--	--	--	--	--	--	\$101.06
CORP				4,079,815.30						4,079,815.30
FED INST (GSE)			343,729.01		1,442,719.51					1,786,448.52
MMFUND	12,042,357.63									12,042,357.63
US GOV		1,008,528.83	682,142.24		4,840,119.73					6,530,790.80
TOTAL	\$12,042,458.69	\$1,008,528.83	\$1,025,871.25	\$4,079,815.30	\$6,282,839.24	--	--	--	--	\$24,439,513.31

Top Ten Holdings

Issuer	Value
Invesco Ltd.	49.27%
United States	26.72%
Apple Inc.	8.36%
Exxon Mobil Corporation	8.33%
Federal Home Loan Banks	5.90%
Federal National Mortgage Association	1.41%
(CCYUSD) UNITED STATES OF AMERICA	0.00%

Maturity Distribution by Type



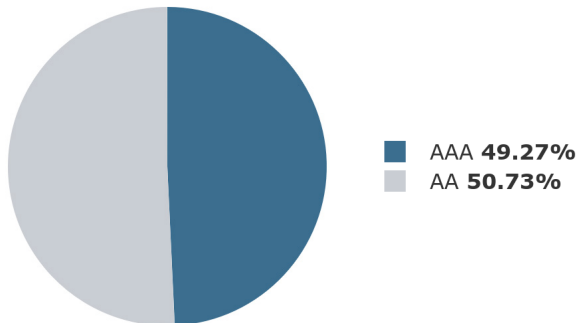
S&P Rating Distribution

S&P Rating Distribution	Apr 30, 2021 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
A-1+	\$0.00	0.00%
A-1		
A-2		
Total Short Term Ratings	\$0.00	0.00%
Long Term Rating Distribution		
AAA	\$12,042,458.69	49.27%
AA	\$12,397,054.62	50.73%
A		
Below A		
Not Rated		
Total Long Term Ratings	\$24,439,513.31	100.00%
Portfolio Total	\$24,439,513.31	100.00%

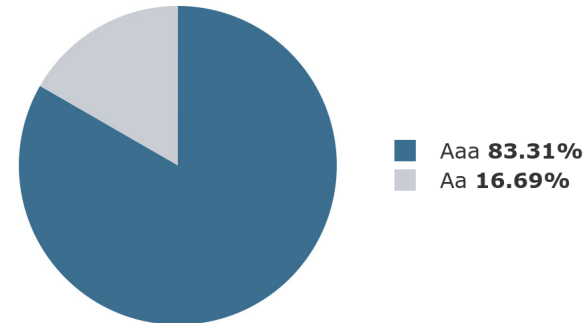
Moody's Rating Distribution

Moody's Rating Distribution	Apr 30, 2021 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
P-1	\$0.00	0.00%
P-2		
Total Short Term Ratings	\$0.00	0.00%
Long Term Rating Distribution		
Aaa	\$20,359,698.02	83.31%
Aa	\$4,079,815.30	16.69%
A		
Below A		
Not Rated		
Total Long Term Ratings	\$24,439,513.31	100.00%
Portfolio Total	\$24,439,513.31	100.00%

Allocation by Standard and Poor's Rating



Allocation by Moody's Rating



Market Value Basis Security Distribution

Security Distribution	Mar 31, 2021 Ending Balance	Mar 31, 2021 Portfolio Allocation	Apr 30, 2021 Ending Balance	Apr 30, 2021 Portfolio Allocation	Change in Allocation	Book Yield
Cash	\$95.99	0.00%	\$101.06	0.00%	0.00%	0.00%
U.S. Treasury Notes	\$6,540,726.56	26.77%	\$6,530,790.80	26.72%	(0.04%)	1.67%
Federal Instrumentality (GSE)	1,786,048.87	7.31%	1,786,448.52	7.31%	0.00%	1.82%
Money Market Funds	\$12,030,777.26	49.23%	\$12,042,357.63	49.27%	0.04%	0.01%
Corporate Notes	4,078,146.59	16.69%	4,079,815.30	16.69%	0.00%	1.88%
Portfolio Total	\$24,435,795.27	100.00%	\$24,439,513.31	100.00%		0.89%

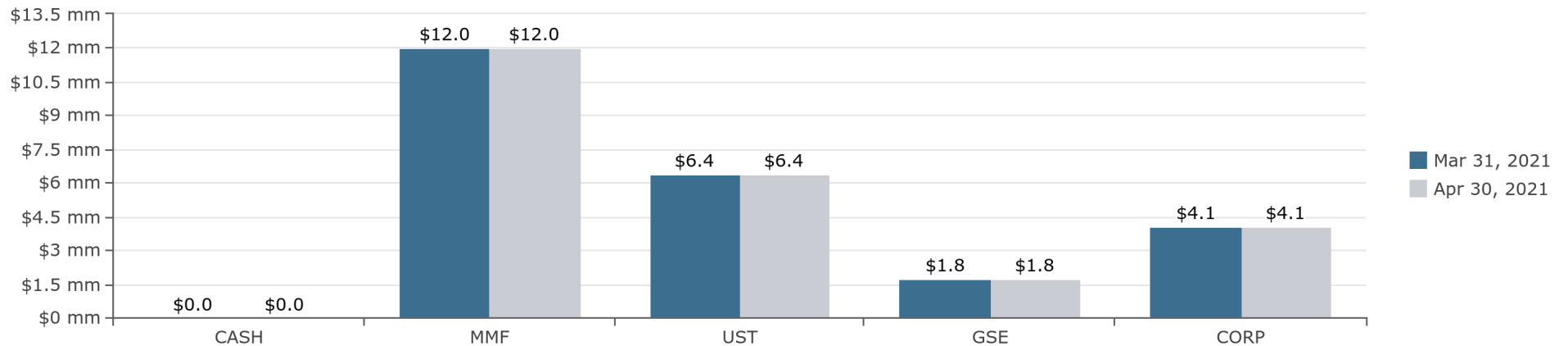
Asset Balance by Security Type



Historic Cost Basis Security Distribution

Security Distribution	Mar 31, 2021 Ending Balance	Mar 31, 2021 Portfolio Allocation	Apr 30, 2021 Ending Balance	Apr 30, 2021 Portfolio Allocation	Change in Allocation	Book Yield
Cash	\$95.99	0.00%	\$101.06	0.00%	0.00%	0.00%
U.S. Treasury Notes	\$6,403,443.96	26.41%	\$6,403,443.96	26.40%	(0.01%)	1.67%
Federal Instrumentality (GSE)	1,754,330.80	7.24%	1,754,330.80	7.23%	(0.00%)	1.82%
Money Market Funds	\$12,030,777.26	49.63%	\$12,042,357.63	49.65%	0.02%	0.01%
Corporate Notes	4,053,180.00	16.72%	4,053,180.00	16.71%	(0.01%)	1.88%
Portfolio Total	\$24,241,828.01	100.00%	\$24,253,413.45	100.00%		0.89%

Asset Balance by Security Type



Portfolio Holdings

04/01/2021 to 04/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
CASH								0.00%			
Receivable CCYUSD 0.00%	04/30/21 04/30/21 0.00	-- --	101.06	\$101.06 \$101.06	\$101.06 1.00	\$101.06 \$0.00	\$0.00	0.00%	N --	0.00% -- --	AA+ Aaa
CASH TOTAL	04/30/21 04/30/21 0.00	-- --	101.06	\$101.06 \$101.06	\$101.06 1.00	\$101.06 \$0.00	\$0.00	0.00%	N --	0.00% -- --	AA+ Aaa
MMFUND								0.00%			
INVESCO TREASURY INST 825252406 0.01%	04/30/21 04/30/21 0.00	-- --	12,042,357.63	\$12,042,357.63 \$12,042,357.63	\$12,042,357.63 1.00	\$12,042,357.63 \$0.00	(\$0.00)	49.27%	N --	0.01% -- --	AAAm Aaa
MMFUND TOTAL	04/30/21 04/30/21 0.00	-- --	12,042,357.63	\$12,042,357.63 \$12,042,357.63	\$12,042,357.63 1.00	\$12,042,357.63 \$0.00	(\$0.00)	49.27%	N --	0.01% -- --	AAAm Aaa
US GOV								0.00%			
UNITED STATES TREASURY 9128287F1 1.75%	07/31/21 07/31/21 0.25	08/09/19 08/12/19	1,000,000.00	\$1,002,656.25 \$1,000,343.68	\$1,004,178.00 100.42	\$1,008,528.83 \$4,350.83	\$3,834.32	4.13%	N --	1.61% 0.11% --	AA+ Aaa
UNITED STATES TREASURY 9128285R7 2.62%	12/15/21 12/15/21 0.62	01/09/19 01/11/19	665,000.00	666,584.57 665,348.82	675,572.17 101.59	682,142.24 6,570.07	10,223.35	2.79%	N --	2.54% 0.09% --	AA+ Aaa
UNITED STATES TREASURY 912828YA2 1.50%	08/15/22 08/15/22 1.28	12/03/19 12/04/19	1,250,000.00	1,249,218.75 1,249,625.96	1,272,656.25 101.81	1,276,540.92 3,884.67	23,030.29	5.22%	N --	1.52% 0.10% --	AA+ Aaa
UNITED STATES TREASURY 912828YF1 1.50%	09/15/22 09/15/22 1.36	12/03/19 12/04/19	1,250,000.00	1,249,267.58 1,249,639.09	1,273,730.00 101.90	1,276,124.70 2,394.70	24,090.91	5.22%	N --	1.52% 0.12% --	AA+ Aaa
UNITED STATES TREASURY 912828M49 1.88%	10/31/22 10/31/22 1.49	12/30/19 12/31/19	1,225,000.00	1,232,943.37 1,229,250.35	1,256,965.15 102.61	1,257,027.57 62.42	27,714.80	5.14%	N --	1.64% 0.13% --	AA+ Aaa
UNITED STATES TREASURY 912828TY6 1.62%	11/15/22 11/15/22 1.52	12/03/19 12/04/19	1,000,000.00	1,002,773.44 1,001,464.58	1,022,930.00 102.29	1,030,426.55 7,496.55	21,465.42	4.22%	N --	1.53% 0.14% --	AA+ Aaa
US GOV TOTAL	06/27/22 06/27/22 1.15	-- --	6,390,000.00	\$6,403,443.96 \$6,395,672.48	\$6,506,031.57 101.82	\$6,530,790.80 \$24,759.23	\$110,359.09	26.72%	N --	1.67% 0.11% --	AA+ Aaa
GSE								0.00%			

Portfolio Holdings

04/01/2021 to 04/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0U92 2.62%	01/11/22 01/11/22 0.69	01/09/19 01/11/19	335,000.00	\$334,758.80 \$334,942.39	\$341,042.03 101.80	\$343,729.01 \$2,686.98	\$6,099.65	1.41%	N --	2.65% 0.04% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 313379Q69 2.12%	06/10/22 06/10/22 1.09	08/09/19 08/12/19	1,400,000.00	1,419,572.00 1,407,791.33	1,431,067.43 102.22	1,442,719.51 11,652.08	23,276.10	5.90%	N --	1.62% 0.13% --	AA+ Aaa
GSE TOTAL	05/12/22 05/12/22 1.02	-- --	1,735,000.00	\$1,754,330.80 \$1,742,733.72	\$1,772,109.46 102.14	\$1,786,448.52 \$14,339.06	\$29,375.75	7.31%	N --	1.82% 0.11% --	AA+ Aaa
CORP								0.00%			
APPLE INC 037833CM0 2.50%	01/09/22 02/09/22 0.69	08/08/19 08/12/19	2,000,000.00	\$2,027,500.00 \$2,008,041.62	\$2,031,454.18 101.57	\$2,042,843.07 \$11,388.89	\$23,412.56	8.36%	Y 01/09/22	1.91% 0.46% 0.22%	AA+ Aa1
EXXON MOBIL CORP 30231GAJ1 2.40%	01/06/22 03/06/22 0.68	08/08/19 08/12/19	2,000,000.00	2,025,680.00 2,007,414.11	2,029,648.06 101.48	2,036,972.23 7,324.17	22,233.95	8.33%	Y 01/06/22	1.85% 0.64% 0.22%	AA- Aa2
CORP TOTAL	01/08/22 02/21/22 0.69	08/08/19 08/12/19	4,000,000.00	\$4,053,180.00 \$4,015,455.73	\$4,061,102.24 101.53	\$4,079,815.30 \$18,713.06	\$45,646.51	16.69%	Y --	1.88% 0.55% 0.22%	AA Aa1
PORTFOLIO TOTAL	10/30/21 11/06/21 0.50	-- --	24,167,458.69	\$24,253,413.45 \$24,196,320.62	\$24,381,701.96 52.12	\$24,439,513.31 \$57,811.35	\$185,381.34	100.00%	--	0.89% 0.26% 0.22%	AA+ Aaa

Transactions

04/01/2021 to 04/30/2021

Description Identifier	Current Units	Type	Trade Date	Settle Date	Price	Principal	Realized Gain/Loss	Broker	Amount
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Income

04/01/2021 to 04/30/2021

Description Identifier	Final Maturity	Current Units	Interest Income	Realized Gain Realized Loss	Accretion Income	Amortization Expense	Misc Income	Net Income	Interest Received Interest Due
APPLE INC 037833CM0	02/09/22	2,000,000.00	\$4,166.67	\$0.00 \$0.00	\$0.00	(\$957.54)	\$0.00	\$3,209.13	\$0.00 \$0.00
EXXON MOBIL CORP 30231GAJ1	03/06/22	2,000,000.00	3,995.00	0.00 0.00	0.00	(884.83)	0.00	3,110.17	0.00 0.00
FEDERAL HOME LOAN BANKS 313379Q69	06/10/22	1,400,000.00	2,479.17	0.00 0.00	0.00	(572.29)	0.00	1,906.87	0.00 0.00
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0U92	01/11/22	335,000.00	732.81	0.00 0.00	6.79	0.00	0.00	739.61	0.00 0.00
INVESCO TREASURY INST 825252406	04/30/21	12,042,357.63	101.06	0.00 0.00	0.00	0.00	0.00	101.06	95.99 101.06
UNITED STATES TREASURY 9128285R7	12/15/21	665,000.00	1,438.70	0.00 0.00	0.00	(45.64)	0.00	1,393.07	0.00 0.00
UNITED STATES TREASURY 9128287F1	07/31/21	1,000,000.00	1,450.28	0.00 0.00	0.00	(113.30)	0.00	1,336.97	0.00 0.00
UNITED STATES TREASURY 912828M49	10/31/22	1,225,000.00	1,902.46	0.00 0.00	0.00	(231.37)	0.00	1,671.09	11,484.38 0.00
UNITED STATES TREASURY 912828TY6	11/15/22	1,000,000.00	1,346.69	0.00 0.00	0.00	(77.72)	0.00	1,268.97	0.00 0.00
UNITED STATES TREASURY 912828YA2	08/15/22	1,250,000.00	1,553.87	0.00 0.00	23.77	0.00	0.00	1,577.63	0.00 0.00
UNITED STATES TREASURY 912828YF1	09/15/22	1,250,000.00	1,528.53	0.00 0.00	21.26	0.00	0.00	1,549.80	0.00 0.00
Receivable CCYUSD	04/30/21	101.06	0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00 0.00
Portfolio Total	11/06/21	24,167,458.69	\$20,695.23	\$0.00 \$0.00	\$51.82	(\$2,882.68)	\$0.00	\$17,864.37	\$11,580.37 \$101.06

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
Apple Inc.									
Apple Inc. 037833CM0	CORP 8.36%	1.91% 0.22%	0.69	AA+ Aa1	01/09/22 02/09/22	2,000,000.00	\$11,388.89	\$2,008,041.62 \$2,019,430.51	\$2,031,454.18 \$2,042,843.07
Apple Inc.	8.36%	1.91% 0.22%	0.69	AA+ Aa1		2,000,000.00	\$11,388.89	\$2,008,041.62 \$2,019,430.51	\$2,031,454.18 \$2,042,843.07
Exxon Mobil Corporation									
Exxon Mobil Corporation 30231GAJ1	CORP 8.33%	1.85% 0.22%	0.68	AA- Aa2	01/06/22 03/06/22	2,000,000.00	\$7,324.17	\$2,007,414.11 \$2,014,738.28	\$2,029,648.06 \$2,036,972.23
Exxon Mobil Corporation	8.33%	1.85% 0.22%	0.68	AA- Aa2		2,000,000.00	\$7,324.17	\$2,007,414.11 \$2,014,738.28	\$2,029,648.06 \$2,036,972.23
Federal Home Loan Banks									
Federal Home Loan Banks 313379Q69	GSE 5.90%	1.62% 0.13%	1.09	AA+ Aaa	06/10/22 06/10/22	1,400,000.00	\$11,652.08	\$1,407,791.33 \$1,419,443.41	\$1,431,067.43 \$1,442,719.51
Federal Home Loan Banks	5.90%	1.62% 0.13%	1.09	AA+ Aaa		1,400,000.00	\$11,652.08	\$1,407,791.33 \$1,419,443.41	\$1,431,067.43 \$1,442,719.51
Federal National Mortgage Association									
Federal National Mortgage Association 3135G0U92	GSE 1.41%	2.65% 0.04%	0.69	AA+ Aaa	01/11/22 01/11/22	335,000.00	\$2,686.98	\$334,942.39 \$337,629.37	\$341,042.03 \$343,729.01
Federal National Mortgage Association	1.41%	2.65% 0.04%	0.69	AA+ Aaa		335,000.00	\$2,686.98	\$334,942.39 \$337,629.37	\$341,042.03 \$343,729.01
Short-Term Investment Trust - Invesco Treasury Portfolio									
Short-Term Investment Trust - Invesco Treasury Portfolio 825252406	MMFUND 49.27%	0.01% 0.01%	0.00	AAA Aaa	04/30/21 04/30/21	12,042,357.63	\$0.00	\$12,042,357.63 \$12,042,357.63	\$12,042,357.63 \$12,042,357.63
Short-Term Investment Trust - Invesco Treasury Portfolio	49.27%	0.01% 0.01%	0.00	AAA Aaa		12,042,357.63	\$0.00	\$12,042,357.63 \$12,042,357.63	\$12,042,357.63 \$12,042,357.63
United States Department of The Treasury									

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
United States Department of The Treasury 9128287F1	US GOV 4.13%	1.61% 0.11%	0.25	AA+ Aaa	07/31/21 07/31/21	1,000,000.00	\$4,350.83	\$1,000,343.68 \$1,004,694.51	\$1,004,178.00 \$1,008,528.83
United States Department of The Treasury 9128285R7	US GOV 2.79%	2.54% 0.09%	0.62	AA+ Aaa	12/15/21 12/15/21	665,000.00	6,570.07	665,348.82 671,918.89	675,572.17 682,142.24
United States Department of The Treasury 912828YA2	US GOV 5.22%	1.52% 0.10%	1.28	AA+ Aaa	08/15/22 08/15/22	1,250,000.00	3,884.67	1,249,625.96 1,253,510.63	1,272,656.25 1,276,540.92
United States Department of The Treasury 912828YF1	US GOV 5.22%	1.52% 0.12%	1.36	AA+ Aaa	09/15/22 09/15/22	1,250,000.00	2,394.70	1,249,639.09 1,252,033.79	1,273,730.00 1,276,124.70
United States Department of The Treasury 912828M49	US GOV 5.14%	1.64% 0.13%	1.49	AA+ Aaa	10/31/22 10/31/22	1,225,000.00	62.42	1,229,250.35 1,229,312.76	1,256,965.15 1,257,027.57
United States Department of The Treasury 912828TY6	US GOV 4.22%	1.53% 0.14%	1.52	AA+ Aaa	11/15/22 11/15/22	1,000,000.00	7,496.55	1,001,464.58 1,008,961.13	1,022,930.00 1,030,426.55
United States Department of The Treasury	26.72%	1.67% 0.11%	1.15	AA+ Aaa		6,390,000.00	\$24,759.23	\$6,395,672.48 \$6,420,431.71	\$6,506,031.57 \$6,530,790.80
Portfolio Total	100.00%	0.89% 0.08%	0.50	AA+ Aaa	10/30/21 11/06/21	24,167,357.63	\$57,811.35	\$24,196,219.56 \$24,254,030.91	\$24,381,600.90 \$24,439,412.25

Portfolio Activity Summary

04/01/2021 to 04/30/2021

Description Identifier	Security Type Final Maturity	Beginning Original Cost Beginning Market Value Beginning Book Value	Purchases Purchased Accrued	Sales Disposed Accrued	Maturities Paydowns	Interest Received Transfers	Realized Gain/Loss Unrealized Gain/Loss	Ending Original Cost Ending Market Value Ending Book Value
Receivable CCYUSD	CASH 04/30/21	\$95.99 \$95.99 \$95.99	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$101.06 \$101.06 \$101.06
INVESCO TREASURY INST 825252406	MMFUND 04/30/21	12,030,777.26 12,030,777.26 12,030,777.26	11,580.37 0.00	0.00 0.00	0.00 0.00	95.99 0.00	0.00 (0.00)	12,042,357.63 12,042,357.63 12,042,357.63
APPLE INC 037833CM0	CORP 02/09/22	2,027,500.00 2,034,976.12 2,034,976.12	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 23,412.56	2,027,500.00 2,031,454.18 2,008,041.62
EXXON MOBIL CORP 30231GAJ1	CORP 03/06/22	2,025,680.00 2,032,619.08 2,032,619.08	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 22,233.95	2,025,680.00 2,029,648.06 2,007,414.11
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0U92	GSE 01/11/22	334,758.80 341,636.11 341,636.11	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 6,099.65	334,758.80 341,042.03 334,942.39
FEDERAL HOME LOAN BANK 313379Q69	GSE 06/10/22	1,419,572.00 1,433,285.69 1,433,285.69	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 23,276.10	1,419,572.00 1,431,067.43 1,407,791.33
UNITED STATES TREASURY 9128287F1	US GOV 07/31/21	1,002,656.25 1,005,664.00 1,005,664.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 3,834.32	1,002,656.25 1,004,178.00 1,000,343.68
UNITED STATES TREASURY 9128285R7	US GOV 12/15/21	666,584.57 676,975.32 676,975.32	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 10,223.35	666,584.57 675,572.17 665,348.82
UNITED STATES TREASURY 912828YA2	US GOV 08/15/22	1,249,218.75 1,273,730.00 1,273,730.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 23,030.29	1,249,218.75 1,272,656.25 1,249,625.96
UNITED STATES TREASURY 912828YF1	US GOV 09/15/22	1,249,267.58 1,274,853.75 1,274,853.75	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 24,090.91	1,249,267.58 1,273,730.00 1,249,639.09
UNITED STATES TREASURY 912828M49	US GOV 10/31/22	1,232,943.37 1,258,496.40 1,258,496.40	0.00 0.00	0.00 0.00	0.00 0.00	11,484.38 0.00	0.00 27,714.80	1,232,943.37 1,256,965.15 1,229,250.35
UNITED STATES TREASURY 912828TY6	US GOV 11/15/22	1,002,773.44 1,023,984.00 1,023,984.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 21,465.42	1,002,773.44 1,022,930.00 1,001,464.58
Portfolio Total		\$24,241,828.01 \$24,387,093.71 \$24,187,566.04	\$11,580.37 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$11,580.37 \$0.00	\$0.00 \$185,381.34	\$24,253,413.45 \$24,381,701.96 \$24,196,320.62

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

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Beginning and ending balances are based on market value plus accrued interest on a trade date basis. Statements and reports made available to the end user either from Public Trust or through the online reporting platform may present information and portfolio analytics using various optional methods including, but not limited to, historical cost, amortized cost, and market value. All information is assumed to be correct, but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The data in this report is unaudited and is only applicable for the date denoted on the report. Market values may change day-to-day based on numerous circumstances such as trading volume, news released about the underlying issuer, issuer performance, etc. Underlying market values may be priced via numerous aspects as certain securities are short term in nature and not readily traded. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings.

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

The investment advisor providing these services is Public Trust Advisors, LLC, an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Public Trust is required to maintain a written disclosure brochure of our background and business experience. If you would like to receive a copy of our current disclosure brochure, Privacy Policy, or Code of Ethics, please contact us.



Contact

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Title - Investment Report - May 2021

Investment Report - May 2021

ATTACHMENTS:

Description	Upload Date	Type
Investment Report - May 2021	6/30/2021	Backup Material

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATIVE DIVISION

To: Michael C. Cernech, City Manager
From: Christine Cajuste, CPA, Financial Services Director
Date: June 23, 2021
Re: Investment Report: May 2021

Recommendation:

The following report outlines the results of the City's investment activities for the Month of May 2021.

Issue:

This report provides an update of the City's investment activity through the month of May 2021. Tamarac's Code, Section 6-29 "Investment Reports", provides that: "The Finance Director shall prepare a written report of the City's investments at least on a monthly basis. The report shall be presented and explained to the City Commission at a regular or special meeting."

Background:

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

Investment Portfolio Weighted Yield:

The total Operations & Reserve investment portfolio weighted average yield for the month of May was 0.15%. The managed portion of the portfolio had a weighted average yield of 0.89%, while the cash portion of the portfolio had a weighted average yield of 0.05%.

The Series 2018 Bond proceeds portfolio weighted average yield for the month was 0.05%.

The combined weighted average yield of all portfolios for the month of May was 0.15%.

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least \$15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in the SBA, FLSAFE, FLSAFE Term, Wells Fargo, AIM account and at TD Bank on May 30, 2021 was \$178,817,286.69 of which \$47,371,364.31 was retained in the SBA. The Series 2018 Capital Improvement Bond proceeds portfolio had \$3,287,742.96 in FLSAFE.

Investment Activity – May 2021

Investment Maturities/Calls/Sold:

No securities matured, were called or were sold during the month of May.

Investment Purchases:

No investments were purchased during the month of May.

Investment News (Source: Neil Waud, CFA, Chief Investment Officer, Portfolio Manager, John F. Grady, Managing Director).

Economic Reawakening Stirs Inflation

May 13, 2021 - Public Trust Trading Desk

With the vaccine rollout well underway and new COVID-19 cases trending notably lower, U.S. consumers are feeling more confident and starting to make up for lost time as the economy begins its long-awaited reopening; this is good news for the near-term economic outlook as approximately two-thirds of gross domestic product (GDP) is attributable to consumer spending. While still below their pre-pandemic levels, measures of consumer confidence have risen sharply in recent months, buoyed by firming labor markets, improving public health outlooks, heightened savings accumulated during the pandemic, and recently distributed stimulus checks. Against this backdrop, near-term economic data is poised to remain decidedly strong.

The strength of the consumer was on full display in the first quarter of 2021 which saw the U.S. economy expand at an annualized rate of 6.4%. Growth was fueled by a 10.7% annualized surge in personal consumption, the second strongest reading since the 1960s. To be sure, the combined effects of highly accommodative monetary and fiscal policies in response to the pandemic have helped underpin economic activity and stimulate financial market conditions in hopes of returning the U.S. economy to its longer-term growth potential. While the possibility of an inflationary flare-up has long been recognized as a potential risk to such aggressive and coordinated policy actions,

the demand shock resulting from COVID-19 had, until recently, served to keep such broad-based consumer price pressures contained.

Consumer prices surged 0.8% in April with the consumer price index (CPI) leaping to an annual rate of 4.2%, up from 2.6% the prior month. Similarly, core CPI surged 0.9% in April, registering its largest monthly increase since 1982 and raising the annual rate to 3.0% from 1.6% the prior month. The price increases were broad-based, reflecting gains in nearly every major price category and suggesting that expanding demand is allowing companies to pass through higher costs. While year-over-year price changes are somewhat distorted by comparisons to the pandemic-depressed base period of April 2020, the accelerating nature of the price gains will add to the already spirited debate surrounding how long such inflationary pressures may persist and what actions the Federal Reserve may be compelled to consider in response.

Investment Recommendation: The Federal Reserve is likely to keep its target rate near zero for the near term. This expectation is reflected in the low yields available to fixed income investors on the front end of the curve, although inflation expectations have pushed interest rates higher for maturities past three years. Even with yields remaining near historically low levels, we continue to recommend an investment strategy laddering securities in the one to five year area of the curve, picking up incremental income over our cash alternatives that currently hover near 0%.

Ending Portfolio Allocation

Asset Class	Allocation (%)
Int Gov	34.18%
Cash	30.49%
LGIP	23.31%
U.S. Tsy	3.21%
Fed Inst	0.88%
Corp	2.01%
MMF	5.93%

(2) External assets not managed by Public Trust. Information provided by City staff. Asset allocation limits defined in the City's investment policy.



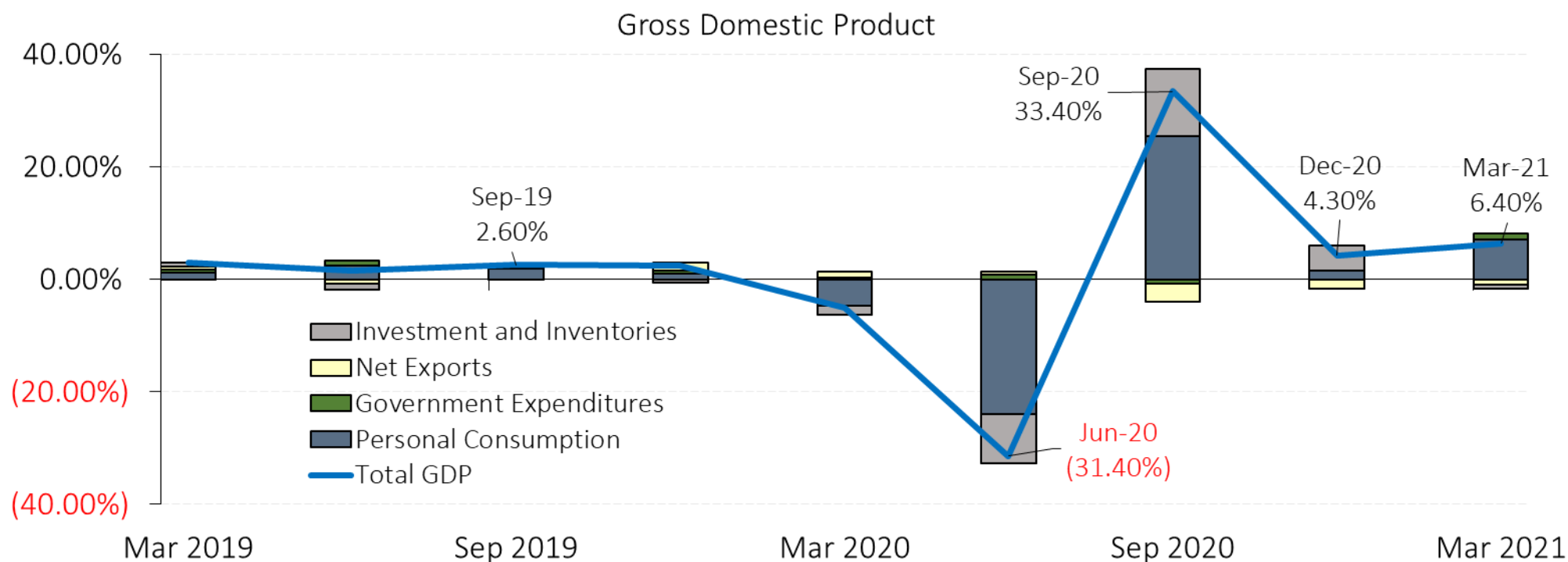
Economic Update and Portfolio Strategy Review

June 22, 2021



Gross Domestic Product

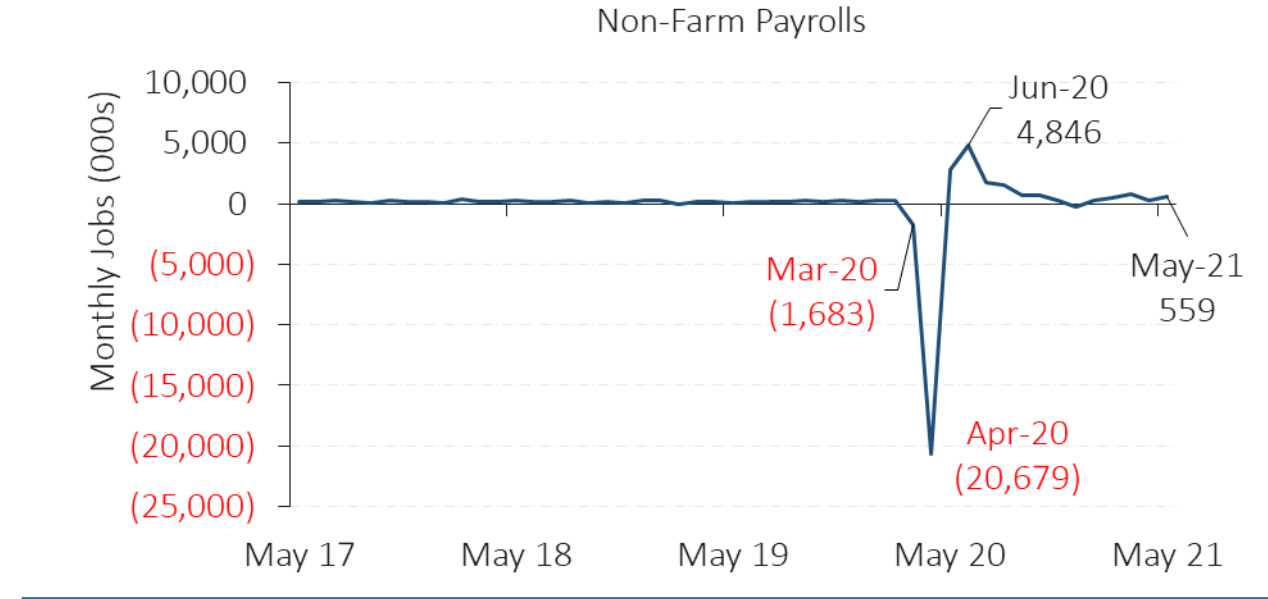
- The increase in PCE reflected increases in durable goods (led by motor vehicles and parts), nondurable goods (led by food and beverages) and services (led by food services and accommodations).
- The increase in nonresidential fixed investment reflected increases in equipment (led by information processing equipment) and intellectual property products (led by software).
- The increase in federal government spending primarily reflected an increase in payments made to banks for processing and administering the Paycheck Protection Program loan applications as well as purchases of COVID-19 vaccines for distribution to the public.
- The decrease in private inventory investment primarily reflected a decrease in retail trade inventories.



The Labor Market

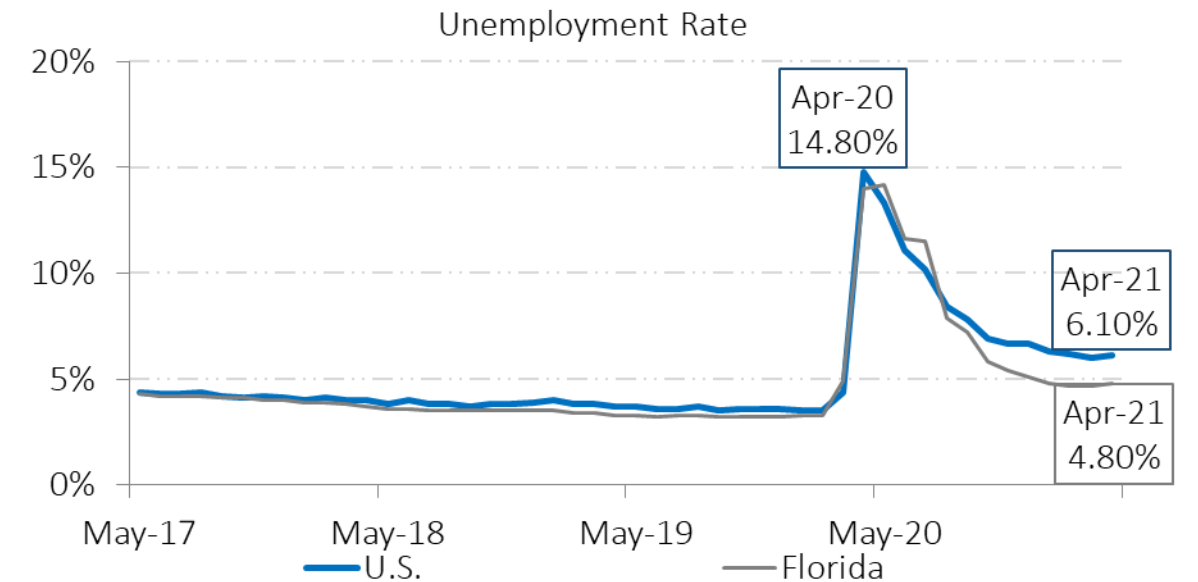
Nonfarm Payrolls

- Nonfarm payrolls growth in May was disappointing for the second consecutive month with 566k new jobs created (650k anticipated).
- The debate continues regarding enhanced unemployment benefits and the impact on new job creation. By early June, 25 states have notified workers of a plan to exit from enhanced federal benefits earlier than the September 6th expiration.



Unemployment Rate

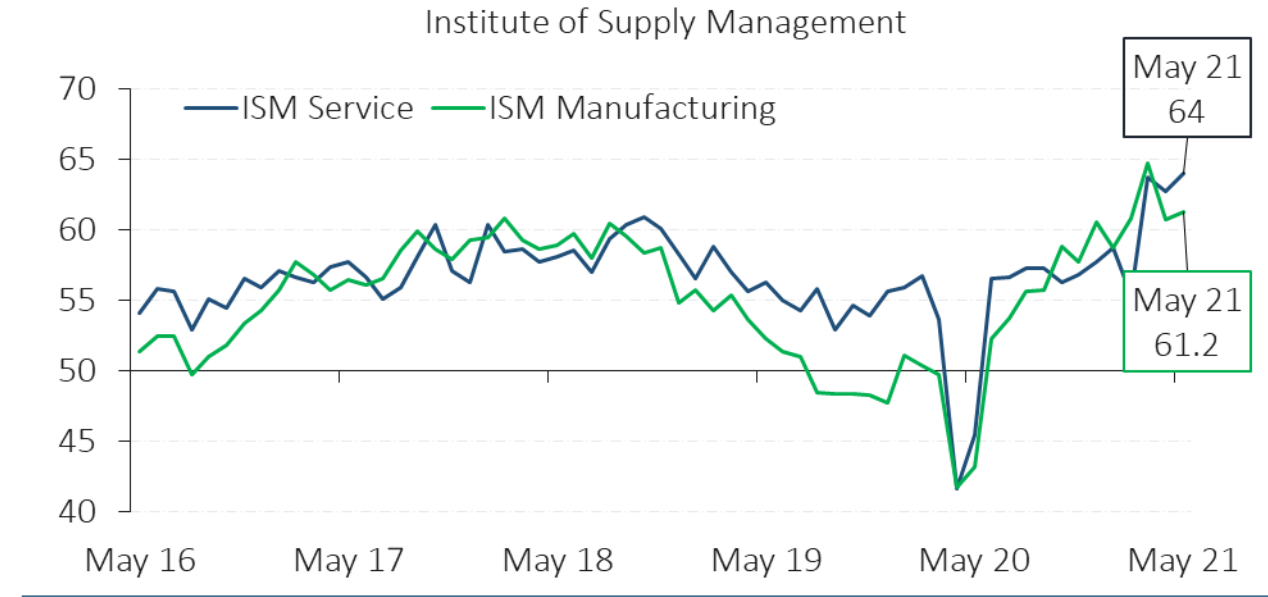
- The national unemployment rate decreased to 5.8% in May.
- Florida unemployment was 4.8% at the end of April.
- The labor force participation rate of 61.6% in May continues to highlight underlying factors that the percentage of the working age population remains near the lowest levels in four decades.



ISM and the Federal Reserve Balance Sheet

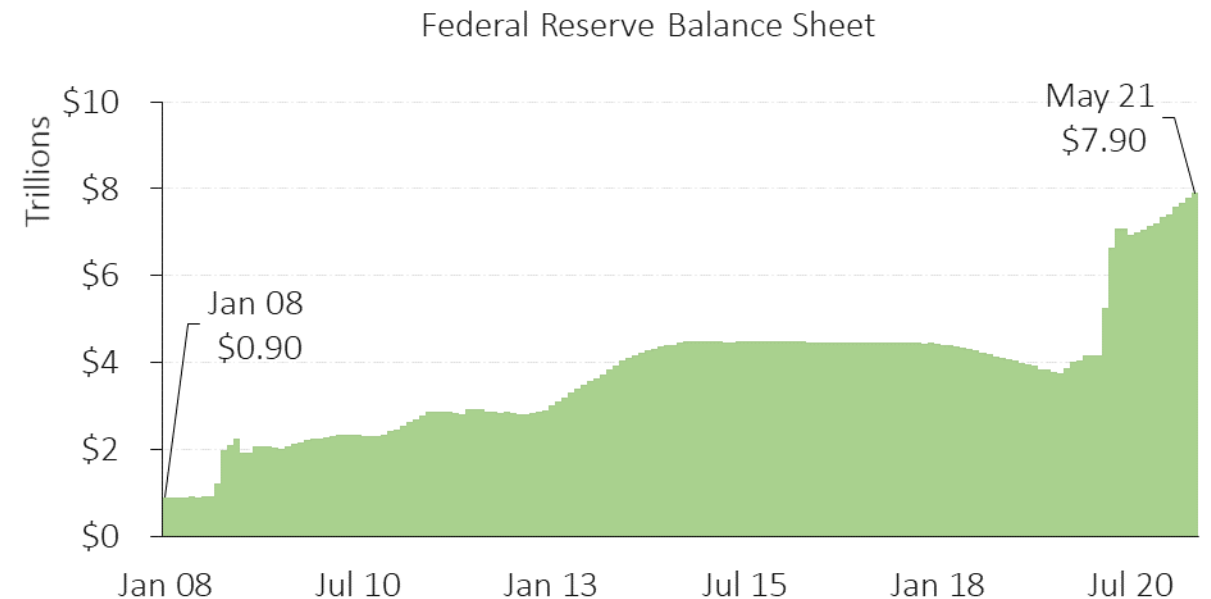
Institute of Supply Management

- The ISM index for Manufacturing and Service remains very strong going into the summer months, suggesting business expectations of strong consumption in the second half of 2021.
- The service and manufacturing index measures have rebounded rapidly since the summer of 2020.



Quantitative Easing and the Fed Balance Sheet

- The Fed's QE1, QE2 and QE3 increased the balance sheet from \$910 billion in August 2008 to \$4.5 trillion in August 2014, an increase of \$3.6 trillion in six years.
- The QE 4 program launched in March 2020 has increased the balance sheet from \$4.1 trillion in February 2020 to \$7.9 trillion in May 2021, an increase of \$3.7 trillion in 15 months.



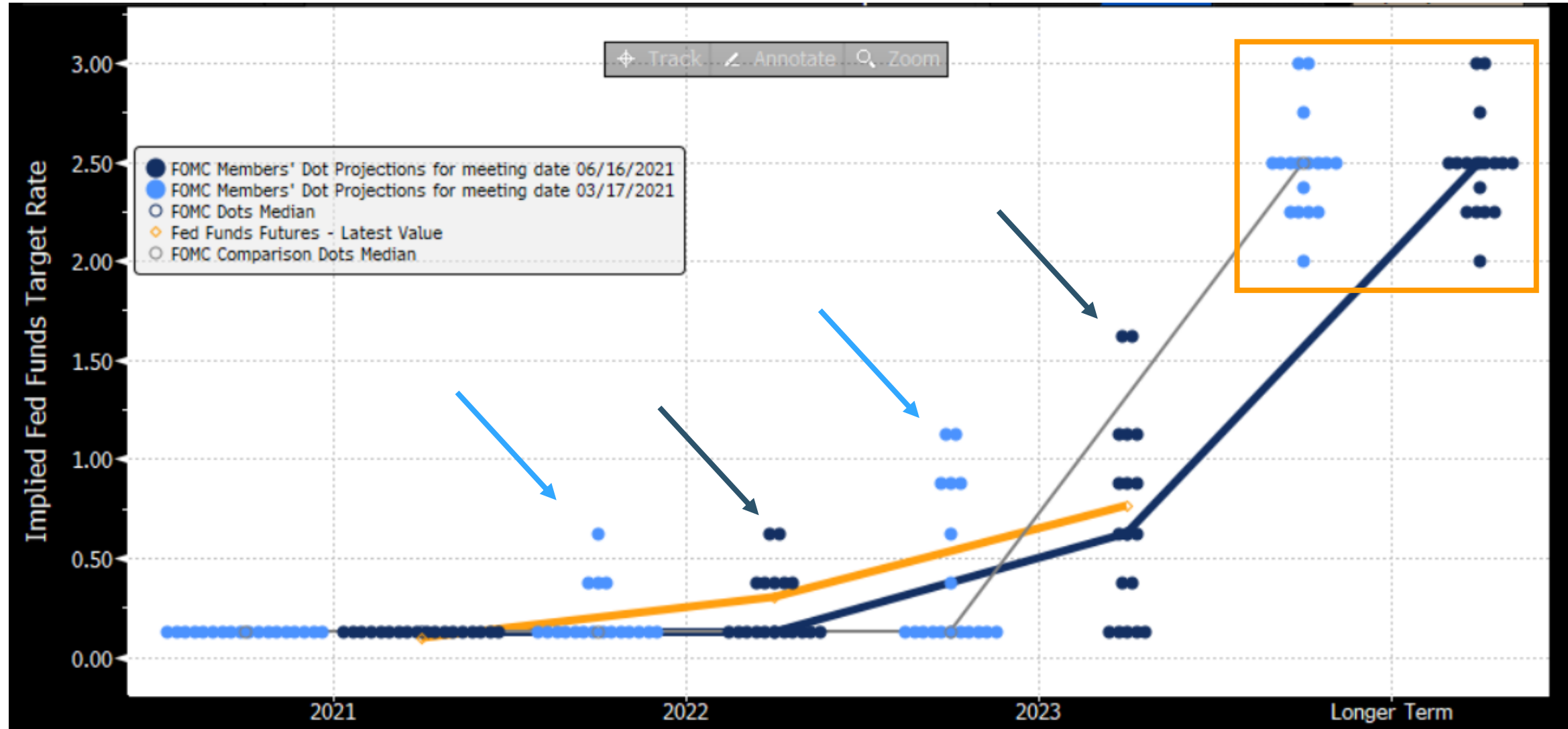
Bloomberg Forecast – June 2021 Survey

- GDP growth is expected to remain strong (median 6.6%) based on recent surveys with estimates as high as 8.0% for 2021. Consumer spending and Private Investment sectors are projected to grow at significant levels during the year.
- The stimulus and other legislation is expected to have a short term impact with GDP growth returning to sub 3% levels by 2023.

Indicator	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Economic Activity										
Real GDP (YoY%)	2.5	3.1	1.7	2.3	3.0	2.2	-3.5	6.6	4.1	2.3
Consumer Spending ...	3.0	3.8	2.8	2.6	2.7	2.4	-3.9	8.0	4.1	2.4
Government Spendin...	-0.9	1.8	1.8	0.9	1.8	2.3	1.1	2.0	2.0	1.1
Private Investment (...)	5.6	5.5	-1.5	3.5	6.3	1.7	-5.2	10.3	6.2	3.5
Exports (YoY%)	4.2	0.4	0.3	3.9	3.0	-0.1	-12.9	5.4	6.2	5.0
Imports (YoY%)	5.0	5.2	1.7	4.7	4.1	1.1	-9.3	13.5	5.2	3.6
Industrial Production (Yo...	3.0	-1.4	-2.2	1.3	3.2		-7.0	6.0	4.2	2.4
Price Indices										
CPI (YoY%)	1.6	0.1	1.3	2.1	2.5	1.8	1.2	3.4	2.5	2.2
PCE Price Index (YoY%)							1.2	2.9	2.3	2.1
Core PCE (yoy%)	1.6	1.2	1.6	1.7	2.0	1.7	1.4	2.5	2.2	2.1

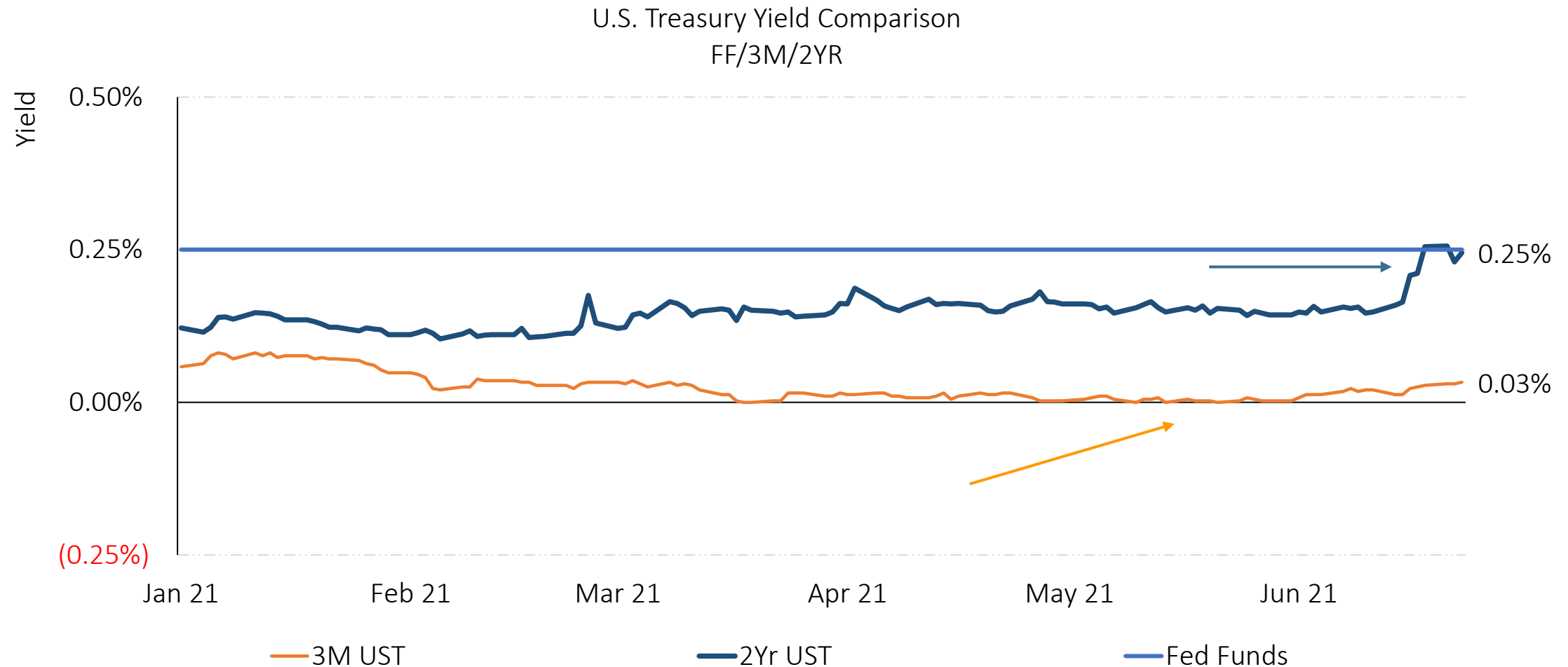
FOMC Dot Plot – March 17, 2021 vs. June 16, 2021

- Additional FOMC members anticipate a rate hike in 2022 compared to the December 2020 dot plot.



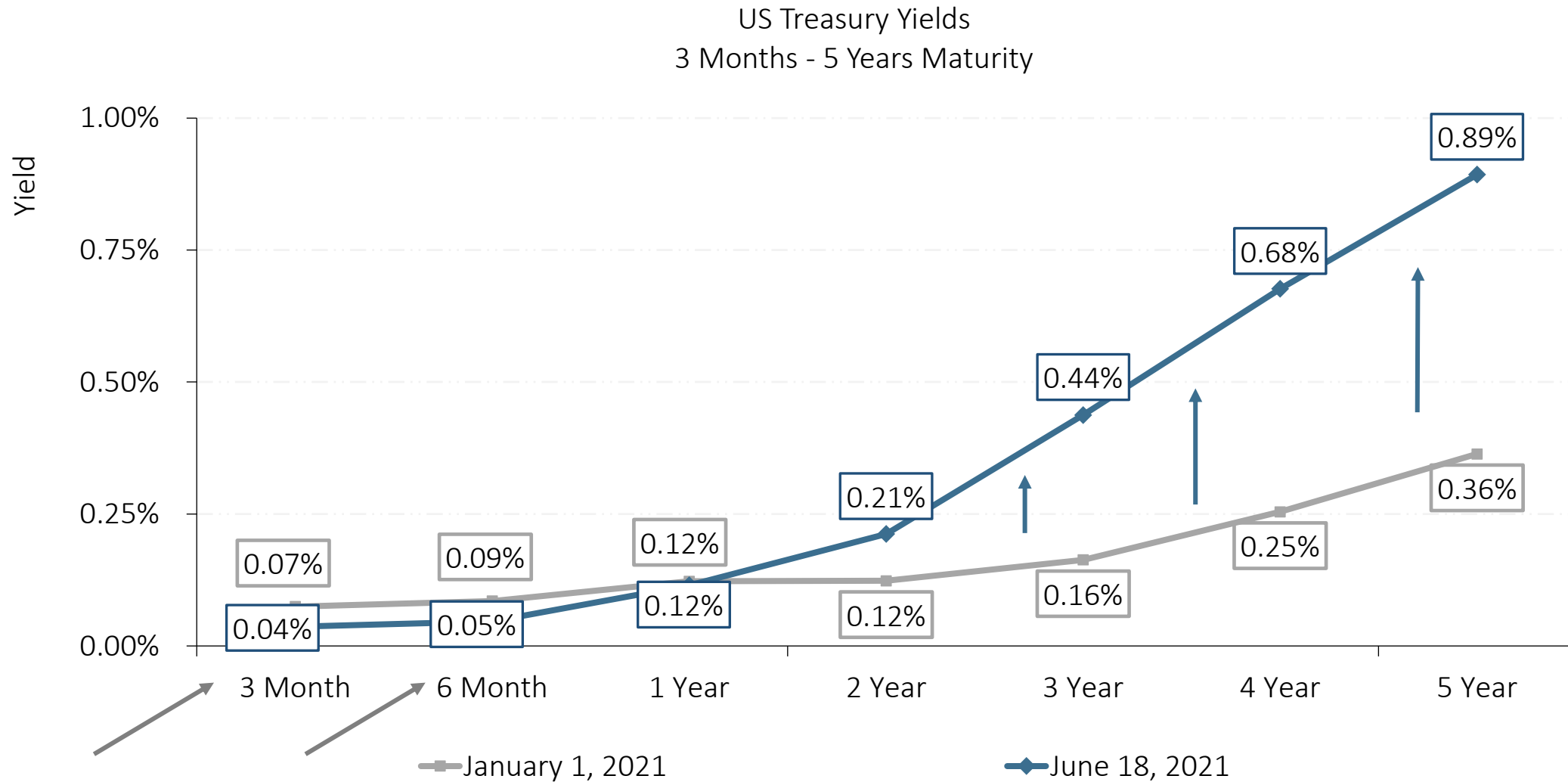
Yield Curve Steepens on Inflation Expectations

- Federal Reserve policies and historic levels of cash are keeping short term rates anchored at or very close to 0.0% yields.



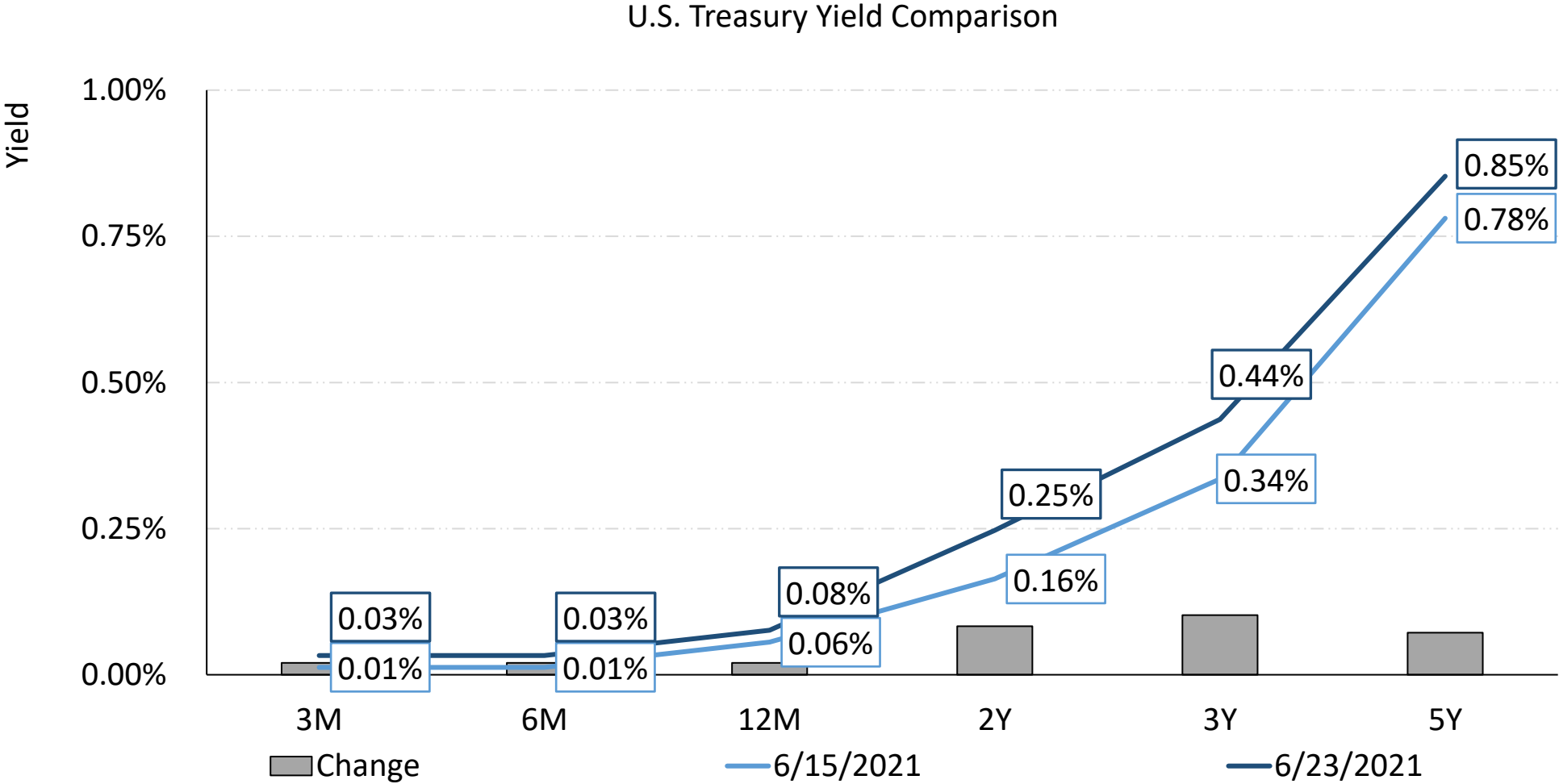
Yield Curve Steepens on Inflation Expectations

- Inflation expectations have resulted in a steeper yield curve in maturities between 2 and 5 years.



Pre and Post FOMC Meeting Interest Rates

- U.S. Treasuries increased following the FOMC meeting on June 16th



Investment Portfolio May 31st

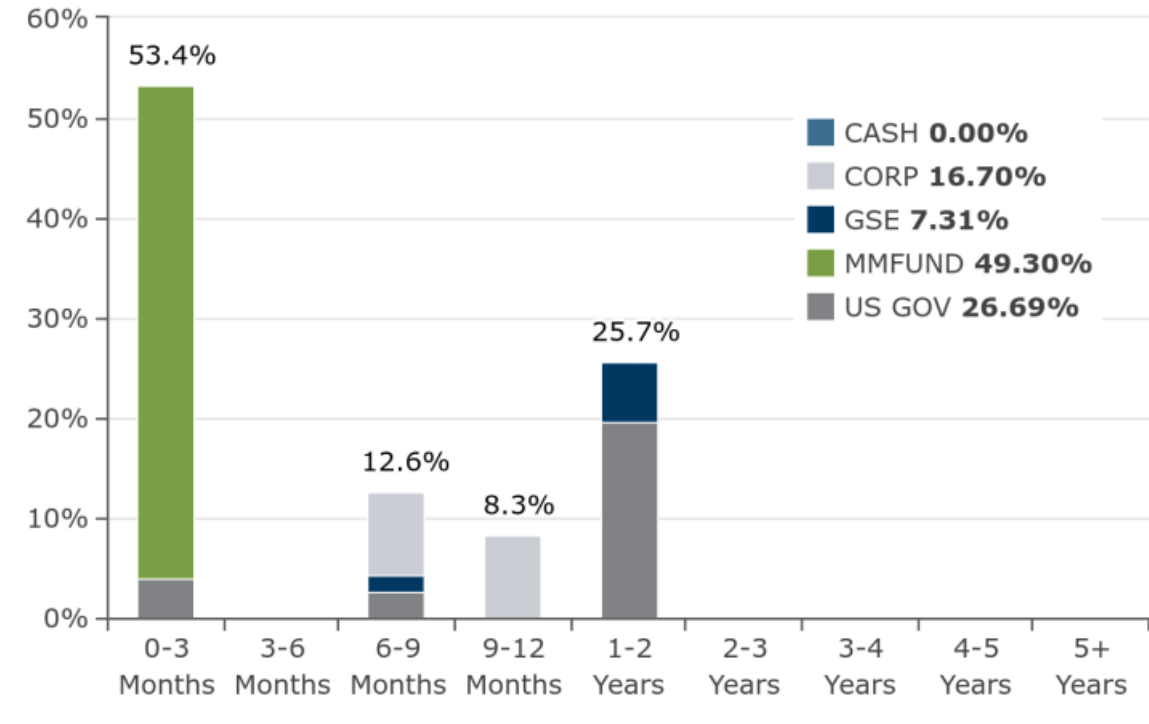
Current Portfolio Characteristics

- This portfolio strategy is managed for longer term assets.
 - \$24.4mm
 - Duration of 0.46 years
 - Compliant with IPS and Florida State Statutes

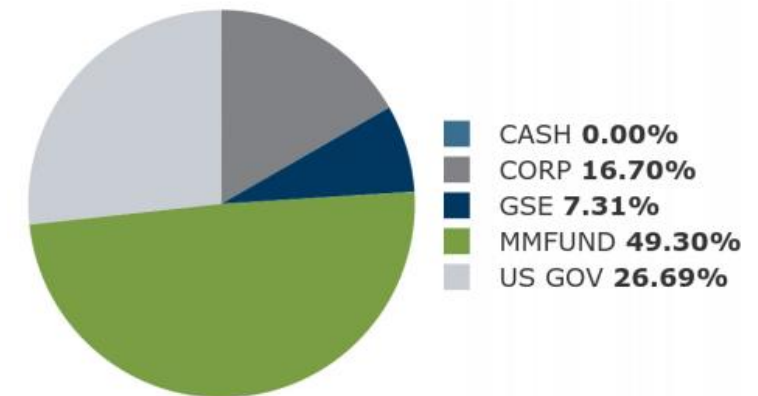
Investment Strategy

- Proposed investment recommendations that meet IPS requirements and City guidance on a monthly/bi-monthly basis via email for current and upcoming maturities
- Focus on risk management as opportunities within the credit markets are limited from relative value perspective
- Add duration based on target duration preference to increase the income of the portfolio over time.
- Confirm non-discretionary approach to investment management.

Maturity Distribution by Type



Asset Allocation



DISCLOSURES

This presentation is for informational purposes only. The information contained herein has been obtained from sources that we believe to be reliable, but its accuracy and completeness are not guaranteed. The materials in the attached are opinions of Public Trust Advisors, LLC and should not be construed as investment advice. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Performance comparisons will be affected by changes in interest rates. Investing involves risk including the possible loss of principal. The presentation is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. All comments and discussion presented are purely based on opinion and assumptions, not fact. These assumptions may or may not be correct based on foreseen and unforeseen events. All calculations and results presented are for discussion purposes only and should not be used for making and calculations and/or decisions. Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses.

The investment advisor providing these services is Public Trust Advisors, LLC, an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Public Trust is required to maintain a written disclosure brochure of our background and business experience. If you would like to receive a copy of our current disclosure brochure, privacy policy, or code of ethics please contact us.

There is no guarantee that investment strategies will achieve the desired results under all market conditions, and each investor should evaluate its ability to invest long-term, especially during periods of a market downturn. This information may contain statements, estimates, or projections that constitute “forward-looking statements” as defined under U.S. federal and other jurisdictions’ securities laws. Any such forward looking statements are inherently speculative and are based on currently available information, operating plans, and projections about future events and trends. As such, they are subject to numerous risks and uncertainties.

Public Trust Advisors
717 17th Street, Suite 1850
Denver, Colorado 80202



Title - Approval of the June 9, 2021 - City Commission Workshop Minutes

ATTACHMENTS:

Description	Upload Date	Type
06092021 - Draft WKSP Minutes	6/21/2021	Backup Material

City of Tamarac
Virtual City Commission Workshop - Minutes
Wednesday, June 9, 2021

CALL TO ORDER: Mayor Gomez called the Wednesday, June 9, 2021, City Commission Workshop to order at 5 p.m.

ROLL CALL: Commissioner Marlon Bolton, Commissioner Debra Placko, Vice Mayor Elvin Villalobos and Mayor Michelle J. Gomez were present. Commissioner Mike Gelin attended virtually.

Also present were Assistant City Manager Kathleen Gunn, City Attorney John R. Herin, Jr., and City Clerk Jennifer Johnson.

PLEDGE OF ALLEGIANCE: Vice Mayor Villalobos led the Pledge of Allegiance.

1. FY2022 Revenues

Assistant City Manager Kathleen Gunn and Financial Services Director Christine Cajuste provided a presentation, which is on file in the City Clerk's Office.

Discussion by the Commission ensued regarding community awareness of the City's financial stability, increase outreach efforts to the community with explanations of the budget process on the web, in Tam-A-Gram, etc.

Fire Chief, Percy Sayles, provided a presentation, which is on file in the City Clerk's Office.

Discussion by the Commission ensued related to the definition of institutional properties.

Chief Building Official, George Folles, provided a presentation, which is on file in the City Clerk's Office.

Discussion by the Commission ensued related to decreased revenues for scanning.

2. BSO Staffing

BSO Capt. Jeff Cirminiello provided a presentation, which is on file in the City Clerk's Office.

Discussion by the Commission ensued regarding speeding on Southgate Blvd., using drones for speeding enforcement, speeding in school zones, revenues from speeding tickets within the city, data regarding enforcement and deputy schedules, installing right turn lanes at Rock Island Road and Bailey Road, more police presence out east, increasing the number of deputies during the budget cycle, Penny Surtax funds for additional sound barriers, and loud muffler/speeding enforcement.

3. Domestic Partnership Benefits

Director of Human Resources, Lorenzo Calhoun, provided a presentation, which is available in the City Clerk's Office.

Discussion by the Commission ensued related to total projected cost, how the program would work, what other cities are doing, and what insurance carriers other cities use.

Mayor Gomez adjourned the meeting at 6:29 p.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

Jennifer Johnson, CMC

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Tamarac City Commission Workshop held Wednesday, June 9, 2021.

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.



Title - Approval of the June 9, 2021 - City Commission Minutes

ATTACHMENTS:

Description	Upload Date	Type
06092021 Draft REG Minutes	6/28/2021	Backup Material

City Commission Minutes
Wednesday, June 9, 2021
7 p.m.

CALL TO ORDER: Mayor Gomez called the Wednesday, June 9, 2021, Regular City Commission meeting, being held at City Hall, to order at 7 p.m.

ROLL CALL: Commissioner Marlon Bolton, Commissioner Mike Gelin, Commissioner Debra Placko, Vice Mayor Villalobos and Mayor Gomez were in attendance.

PLEDGE OF ALLEGIANCE: Miss Anastasia Williams led the Pledge of Allegiance.

Commissioner Gelin presented Miss Williams with a proclamation, recognizing her incredible academic achievements.

1. **CITY ATTORNEY REPORT**

The City Attorney John Herin reported we are transitioning the full workload with the firm and are staffed to do so successfully. With regard to the Woodlands matter, counsel for the developer has forwarded a letter asserting a potential conflict of interest with me or the firm. Out of the abundance of caution, Herin requested the City authorize outside counsel to advise staff and the Commission regarding the Woodlands matter. Herin continued, stating the engagement of outside counsel for this matter would avoid any appearance of, real or imagined, regarding a conflict of interest ensuring that the issue does not become a subject for potential litigation as the matter moves forward.

Herin stated the Commission had been provided an engagement letter, from the Lohman Law Group, who specializes in local government law.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Discussion by the Commission ensued related to Mr. Herin's representation of the City in other matters, his representation of the Woodlands Defense Fund and having the City Commission determine who outside counsel will be.

Scott Backman, on behalf of the applicant, stated he believes an independent third-party attorney is the appropriate course of action and they have no objection if the City so chooses to do so. Backman added, he has no conflict or objection to the firm [Lohman] selected.

Discussion by the Commission continued with respect to costs of hiring an outside firm, whether it has been budgeted, it being reckless spending in addition to the city attorney's current retainer, the definition of Chinese wall, and clarification of hourly costs if the matter moves beyond just day-to-day processing of the application.

City Manager, Mike Cernech, mentioned the letter sent from Mr. Moskowitz was sent directly to him and not the City Attorney or the City Commission. As the City Manager, I am responsible for the land use process. The letter was to make sure the applicant could be provided unbiased due

process. The application process has stalled because of this, and after speaking with Mr. Herin, the decision to hire a third party is vital to moving forward at this point.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commission Gelin dissented.

2. CITY MANAGER REPORT

- a. Certified Municipal Clerk Presentation to Assistant City Clerk Kimberly Dillon

Sandra McCready, FACC South District Director, provided remarks and presented Kimberly Dillon with her Certified Municipal Clerk plaque, and pin.

Ms. Dillon provided remarks and thanked those in attendance for all of their support.

3. PUBLIC PARTICIPATION

City Attorney Herin provided instructions for public participation, and stated this would be the last meeting the City Commission would accept public comments by phone.

Mayor Gomez opened for public comments.

- a. Rose Grove, of 5907 NW 69th Way, Tamarac, inquired about her increased water bill. Mayor Gomez offered to have a member of staff contact her regarding her concerns.
- b. Darcy Schiller, of 7879 Granville, Tamarac, provided comments in regards to Commissioner Bolton calling the former City Attorney Sam Goren untrustworthy. Schiller continued stating; Commissioner Gelin sent out a note via email or social media about the track and stated it was a lie. Schiller also asked why there is a need to question the City Manager's contract or employment every two weeks.
- c. Lizzy Arezzo, of Tamarac, stated this is the first Commission meeting she has been to in over a year, but wanted to see if the comments she was reading were true. Arezzo stated she is embarrassed that each of the Commissioners throw shade at one another. She asked as a resident, to get it together and get along for the City and the constituents.
- d. Pablo Cruz, was unreachable by phone.

Mayor Gomez closed public comments.

4. CONSENT AGENDA

- a. Approval of the April 14, 2021, Virtual City Commission Meeting Minutes
- b. Approval of the April 28, 2021, Virtual City Commission Meeting Minutes
- c. Approval of the May 12, 2021, Virtual City Commission Meeting Minutes

Vice Mayor Villalobos asked for a personal time of privilege after Item 10.b.

Mayor Gomez asked the City manager if there were any additions or deletions.

City Manager Cernech stated there was none.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 5-0.

5. REGULAR AGENDA

a. Discussion and direction on the formation of an Independent Solid Waste District

Public Services Budget and Contracts Manager, Troy Gies, provided a presentation, which is on file in the City Clerk's Office.

Discussion by the Commission ensued.

Commissioner Gelin motioned to table the item to the next meeting. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously.

Mayor Gomez recessed the meeting at 9:13 p.m., and reconvened at 9:30 p.m.

b. TR13530 – Purchase and Replacement and New Equipment for Water System Construction and Repair

A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the purchase of a replacement Hydro-Excavator and new Mini Excavator for Water Distribution and Construction, utilizing competitive procurement methods and current agreements available for cooperative purchases at the time of purchase including Agreements awarded by the Florida Sheriff's Association Contract FSA20-equ18.0 Specification #94, and sourcewell Contract Number 122017-AMI/VAC, in an amount not to exceed \$431,138.75; authorizing an expenditure in an amount not exceed \$431,138.75 from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

The City Attorney, John Herin, read the title for the record.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

Mayor Gomez opened for public comments. There were none.

Mayor Gomez closed public comment.

Clerk Johnson conducted a roll call vote, and the motion to approve carried unanimously 5-0.

c. TR13581 – Establish policy to include eligible employees with registered domestic partnerships in the 2022 Insurance Plan

A Resolution of the City Commission of the City of Tamarac, Florida, establishing a policy to recognize and include eligible employees with registered domestic partnerships in the 2022 Insurance Plan and providing the City Manager with the authority to do all things necessary to effectuate the policy; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, John Herin, read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Mayor Gomez opened for public comments. There was none.

Mayor Gomez closed public comment.

Discussion by the Commission ensued related to cost of the program, other options being available, being self-insured, stop-loss insurance, process for ending a domestic partnership, having a qualifying event to start the benefit, etc.

Clerk Johnson conducted a roll call vote, and the motion to approve carried 3-2. Commissioner Bolton, Commissioner Placko and Commissioner Gelin were in favor. Vice Mayor Villalobos and Mayor Gomez dissented.

d. TR13609 – City’s commitment to building a safe city

A Resolution of the City Commission of the City of Tamarac, Florida, affirming the City’s commitment to building a diverse and inclusive community, which is a welcoming and safe City; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, John Herin, read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Mayor Gomez opened for public comments. There was none.

Mayor Gomez closed public comment.

Discussion by the Commission ensued related to the City’s commitment to being a safe city, the contents of the resolution, and current crime rates.

BSO Capt. Jeff Cirminiello stated Tamarac is a safe city, and crime rates are down.

City Manager, Mike Cernech, stated we have and will continue to be committed to being a safe city.

Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Bolton, Commissioner Gelin, Commissioner Placko and Mayor Gomez were in favor. Vice Mayor Villalobos dissented.

6. ORDINANCE(S) FIRST READING

None.

7. PUBLIC HEARING

None.

8. ORDINANCE(S) SECOND READING

a. TO2448 – Amending Ordinance 2020-011 FY2021 Operating and Capital Budget

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Ordinance 2020-011, which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2021, by increasing the Total Revenues and Expenditures by a total of \$3,674,368 as

detailed in Attachment A, attached hereto and summarized in Attachment B; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

Mayor Gomez opened for public comments. There was none.

Mayor Gomez closed public comments.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commissioner Gelin dissented.

b. TO2453 – Public Art Ordinance Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 5 of the City's Code of Ordinances, entitled "Buildings and Building Regulations" by specifically amending Article XI, entitled "Public Art Program", Section 5-301 entitled "Definitions" to provide for a definition for construction value; providing clarification for the assessment and collection of a one (1) percent public art fee for land development projects subject to the requirements of the City's public art program; amending Section 5-302 entitled "Public Art Fee", to establish additional provisions by which the required one (1) percent public art fee may be provided for in lieu of payment to the City's public art fund' providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, John Herin, read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Mayor Gomez opened for comment. There being no one, Mayor Gomez closed public comment.

Discussion by the Commission ensued related to "performing arts". Interim Planning and Zoning Manager, Robert Johnson, provided comments related to the ordinance.

Commissioner Placko amended her motion to table until the next meeting. Vice Mayor Villalobos seconded.

Clerk Johnson conducted a roll call vote, and the motion to table carried unanimously 5-0.

9. QUASI-JUDICIAL HEARING(S)

None

10. OTHER

a. Discussion and possible direction creating a Citizen's Budget Council

Requested by Commissioner Gelin

Commissioner Gelin presented the item.

Discussion by the Commission ensued regarding transparency, public engagement, the number of boards we currently have and volunteers to serve, staffing requirements, the City's bond rating, etc.

Commissioner Gelin made a motion to direct the City Attorney to draft an ordinance and begin creating a citizens budget advisory council, or whatever this Commission wants to name it. Commissioner Bolton seconded.

Vice Mayor Villalobos made a motion to extend the meeting until after my time of personal privilege. Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commissioner Gelin dissented.

Clerk Johnson conducted a roll call vote, on the main motion, and it carried 4-1. Commissioner Bolton, Commissioner Gelin, Commissioner Placko and Mayor Gomez were in favor. Vice Mayor Villalobos dissented.

Vice Mayor Villalobos made a motion to move his personal time of privilege up to Item 10.b. Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commissioner Gelin dissented.

b. Vice Mayor Villalobos's item [regarding the track at the Sports Complex]

Commissioner Gelin made a motion to table. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote, and the motion failed 2-3. Commissioner Bolton and Commissioner Gelin were in favor. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez dissented.

Vice Mayor Villalobos provided information related to the track survey published by Commissioner Gelin.

Discussion by the Commission ensued.

c. Discussion and direction on the process for hiring a new City Manager

Discussion by the Commissioner ensued related to the item being added six days prior to the meeting, etc.

Vice Mayor Villalobos made a motion to table.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commissioner Gelin dissented.

There being nothing further to discuss, Mayor Gomez adjourned the meeting on Wednesday, June 9, 2021, at 11:49 p.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

Jennifer Johnson, CMC

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Tamarac City Commission Meeting held Wednesday, June 9, 2021.

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.

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Title - Approval of the June 23, 2021 - City Commission Minutes

ATTACHMENTS:

Description	Upload Date	Type
06232021 Draft Minutes	6/30/2021	Backup Material

City Commission Minutes
Wednesday, June 23, 2021
7 p.m.

CALL TO ORDER: Mayor Gomez called the Wednesday, June 23, 2021, Regular City Commission meeting, being held at City Hall, to order at 7:02 p.m.

ROLL CALL: Commissioner Marlon Bolton, Commissioner Mike Gelin, Commissioner Debra Placko, Vice Mayor Villalobos and Mayor Gomez were in attendance.

PLEDGE OF ALLEGIANCE: The City Commission led the Pledge of Allegiance.

1. **CITY ATTORNEY REPORT**

None

2. **CITY MANAGER REPORT**

a. **Award to the Winner of the “Name the Dog” Contest**

Commissioner Placko announced the winner, Adoni Wollaston, for his name Speckles McFreckles. Adoni, a 5th grade student at Challenger Elementary, read his speech and accepted a tablet, 2-years of free Wi-Fi access and a \$100 gift card.

b. **Employee Service Awards**

City Manager, Mike Cernech, provided a presentation, which is on file in the City Clerk's Office.

5-Years of Service

Sal Innusa

Troy Wilbanks

Amber Davenport

Hana Davis

10-Years of Service

Willie Conde

Zaira Desiderio

15-Years of Service

Paul Barrows

20-Years of Service

Marshall Seals

3. **PUBLIC PARTICIPATION**

Mayor Gomez opened for public comments.

a. Rudy Delgado, 8307 NW 57th Court, Tamarac, provided remarks, which are attached.

b. Darcy Schiller, 7879 Granville Drive, Tamarac, provided comments related to Commissioner Bolton and his conversion to Judaism. Schiller also provided

comments related to Commissioner Bolton and Commission Gelin about civility and treating other members of the Commission with respect. Schiller also stated people in the community were disgruntled with their behavior and said enough-is-enough. She called on City Manager and City Attorney to take action.

Mayor Gomez closed public comments.

4. CONSENT AGENDA

- a. Approval of the April 14, 2021, Virtual City Commission Meeting Minutes
- b. Approval of the April 28, 2021, Virtual City Commission Meeting Minutes
- c. Approval of the May 12, 2021, Virtual City Commission Meeting Minutes

d. TR13613 – Diversity, Equity & Inclusion Board Appointments

A Resolution of the City Commission of the City of Tamarac, Florida, appointing five members to the Diversity, Equity & Inclusion Board, four members appointed by each of the Commissioners and one member appointed at-large by the Mayor, to serve terms concurrent with their appointing Commissioner or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

e. TR13614 – Cisco Systems Flex Licensing Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past purchases from Presidio Network Solutions and awarding IFB 21-20B to Presidio Network Solutions for the purchase of a three (3) year Cisco Systems Flex Licensing Agreement at a total of three (3) year cost of \$64,752.50, paid annually with a Year 1 cost of \$15,636.50 and a Year 2 and Year 3 cost of \$24,558.00 per year, and authorizing the appropriate City Officials to execute a three (3) year Cisco Systems Flex Licensing Agreement; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

f. TR13615 – Palo Alto Network Firewalls Purchase

A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past purchases from PC Solutions & Integrations, Inc. and approving the purchase of Palo Alto Networks Firewalls from PC Solutions & Integrations, Inc. at a total costs of \$19,208.55; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

g. TR13627 – Cisco Systems SMARTnet Maintenance and Support Renewal

A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past purchases from Presidio Network Solutions and approving the purchase of a Cisco Systems SMARTnet maintenance and support agreement from Presidio Network Solutions at a local cost of \$44,665.86; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

h. Pulled from Consent

i. TR13630 – District 2 Parks & Recreation Board Appointment

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Donnette Smith to the Parks and Recreation Board to serve a term concurrent with the appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

j. Pulled from Consent

Mayor Gomez asked the City Manager if there were any additions or deletions.

City Manager Cernech stated there was none, however, there has been a request by the applicant to defer item 6.a. – Tamarac Village Planned Development Agreement to Sept. 8, 2021.

Commissioner Gelin asked that items 4.h. Accepting LWCF grant for Sunset Park, and 4.j. Proclamation supporting the City of Fort Lauderdale's Resolution to name a portion of Davie Boulevard after Rubin Stacy be pulled from the Consent Agenda.

Commissioner Bolton motioned to approve as amended. Vice Mayor Villalobos seconded.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 5-0.

Mayor Gomez asked that the discussion for the Consent Agenda items be postponed to allow Senator Perry Thurston to provide his legislative update.

2.a. Legislative Update – Senator Perry Thurston, District 33 (Out of Order)

Mr. Thurston apologized for running late and then provided a brief overview of the last legislative session. Thurston mentioned the budget, the Sadowski Fund, SB90, HB1, SB72, 74 and 76. Mr. Thurston congratulated the City regarding receipt of funds for the C14 project, and removal of booking photos from the internet. He thanked everyone for having him, and looks forward to continuing to work with the City of Tamarac.

Mayor Gomez asked the City Attorney to read Item 4.h. for the record.

City Attorney Herin read the title for the record.

TR13628 – Accepting LWCF grant for Sunset Point Park

A Resolution of the City Commission, of the City of Tamarac, Florida, accepting a Land and Water Conservation Fund (LWCF) grant award in the amount of \$400,000 from the U.S. Department of Interior (DOI) through the Florida Department of Environmental Protection (FDEP); authorizing the appropriate City Officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$400,000 for the Sunset Point Park project; providing for a one to one match in local funds in an amount not to exceed \$400,000; providing for acceptance of the award and execution of necessary documents pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

Commissioner Bolton motioned to approve. Commissioner Gelin seconded.

Discussion by the Commission ensued related to the voting record at a previous meeting.

Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Bolton, Commissioner Gelin, Commissioner Placko and Mayor Gomez were in favor. Vice Mayor Villalobos dissented.

Proclamation supporting the City of Fort Lauderdale's Resolution to name a portion of Davie Boulevard after Rubin Stacy.

Commissioner Gelin motioned to approve. Commissioner Bolton seconded.

Discussion by the Commission ensued.

Clerk Johnson conducted a roll call vote, and the motion failed 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez dissented. Commissioner Gelin and Commissioner Bolton were in favor.

5. REGULAR AGENDA

a. TR13620 – Adoption of the Economic Development Incentives Program for Commercial Corridor Revitalization

A Resolution of the City Commission of the City of Tamarac, Florida, to adopt Developer Incentives Economic Development Program consisting of a Commercial Real Estate Development Accelerator (REDA) Grant and a Commercial Plaza Owner Façade and Exterior Improvements Grant as recommended in the Economic Development Strategic Plan in order to facilitate Commercial Corridor Revitalization in an allocation not to exceed \$3,500,000 and with future grant projects to be approved by the City Commission; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Lori Funderwhite, Economic Development Manager, and Molly McKay of the Willden Group, provided a presentation, which is on file in the City Clerk's Office.

Mayor Gomez opened for public comments. There being none, Mayor Gomez closed public comments.

Discussion by the Commission ensued with the Commission asking to include maintenance as part of the grant contract.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously.

b. TR13629 – Increasing Net Value of Contract with Baron Signs for the City of Tamarac Comprehensive Signage Program

A Resolution of the City Commission of the City of Tamarac, Florida, approving a net increase not to exceed one million two hundred and sixty thousand dollars (\$1,260,000) in the contract value for Baron Signs Manufacturing for the fabrication and installation of signs under the comprehensive signage program for a total estimated expenditure of three million six hundred and three thousand seven hundred and five dollars and seventy-nine cents (\$3,603,705.79); authorizing the approval of Change Order Number 012 in the

amount of One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000), attached hereto as Exhibit "A"; authorizing the City Manager or designee to approve line item change orders within the approved budget; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Mayor Gomez opened for public comments. There being none, Mayor Gomez closed public comment.

Discussion by the Commission ensued.

Clerk Johnson conducted a roll call vote, and the motion to approve carried 4-1. Commissioner Bolton, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Gelin dissented.

Mayor Gomez recessed the meeting at 9:03 p.m. and reconvened at 9:20 p.m.

6. ORDINANCE(S) FIRST READING

a. TO2473 – Tamarac Village – Planned Development Plan Agreement Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida, approving and authorizing the Mayor, Vice-Mayor, or City Manager of the City of Tamarac, Florida, on behalf of the City, to manage, execute, and to otherwise enter into an amended and restated Planned Development Master Development Plan Agreement between the City of Tamarac and JKM Tamarac Village, LLC, attached hereto as Exhibit "B", for the development of property located on the north side of Commercial Boulevard, generally between NW 94th Avenue to the west and Pine Island Road to the east with portions located north of the NW 57th Street, generally known as "Tamarac Village" within the City of Tamarac, more legally described in Exhibit "A"; authorizing the appropriate city officials to do all things necessary to effectuate the intent of this ordinance; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Commissioner Placko motioned to table the item to Sept. 8, 2021. Vice Mayor Villalobos seconded.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously.

7. PUBLIC HEARING

a. TR13621 – ILA Providing for the Aitken and West Lake Park Parcel Property Exchange and Lease

An Ordinance of the City Commission of the City of Tamarac, Florida, approving the first amendment to the Interlocal Agreement between Broward County and the City

of Tamarac regarding property transfers providing for the City's transfer of the Aitken Property to the County in exchange for the West Lake Park Property and the terms of lease of the West Lake Park Property to the County; authorizing the Mayor and the City Manager to execute said Amendment; authorizing the Mayor and the City Manager to take any and all action consistent with this Resolution, including but not limited to the execution of a warranty deed and all closing documents, necessary to effectuate the transfer and the execution of ground lease; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

Annika Ashton, Broward County Deputy Attorney, summarized the item and stated this transaction will complete the countywide E-911 system.

Mayor Gomez opened for public comments. There being none, Mayor Gomez closed public comments.

Clerk Johnson conducted a roll call vote and the motion carried unanimously.

8. ORDINANCE(S) SECOND READING

a. TO2453 – Public Art Ordinance Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 5 of the City's Code of Ordinances, entitled "Buildings and Building Regulations" by specifically amending Article XI, entitled "Public Art Program", Section 5-301 entitled "Definitions" to provide for an definition for construction value; providing for clarification for the assessment and collection of a one (1) percent public art fee for land development projects subject to the requirements of the city's public art program; amending Section 5-302 entitled "Public Art Fee", to establish additional provisions by which the required one (1) percent public art fee may be provided for in lieu of payment to the city's public art fund; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

Mayor Gomez opened for public comments. There being none, Mayor Gomez closed public comments.

Discussion by the Commission ensued. Director of Community Development, Maxine Calloway, answered questions from the Commission.

Commissioner Placko motioned to approve as amended. Commissioner Bolton dissented.

Commissioner Placko withdrew her motion, and amended motion. Commissioner Bolton dissented.

Vice Mayor Villalobos made a substitute motion to approve as amended. [performing arts would not be an option available to the developers in lieu of the one percent, and Section (A)(2)(f), after the word artwork, we would insert by the “Developers it’s assignees and successors in interest.”] Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commissioner Gelin dissented.

9. QUASI-JUDICIAL HEARING(S)

a. TBO46 – Jenny Spa – Special Exception 6/2021

Jianhua Deng, owner of Jenny Spa, Inc., and the designated agent of the property owner, M.J. Florida Investments, LLC, is requesting approval of a Special Exception to allow for the use of a massage establishment at the subject property, legally described as Parcel B, 81-22B on the Plat of Maccaris Office Plaza, located at 4620 W. Commercial Blvd. Suites 10 and 11, Tamarac, Florida.

City Attorney Herin read the rules for a Quasi-Judicial hearing, and read the title for the record.

Clerk Johnson administered an oath to the applicant Jianhua Deng, Amy, the applicants interpreter, and Community Development Director Maxine Calloway, who will be providing testimony on behalf of the application.

Mayor Gomez asked each of the elected officials if they had any ex parte communications. Commissioner Placko, Commissioner Gelin, Vice Mayor Villalobos and Mayor Gomez stated no. Commissioner Bolton stated he had residents reach out to him, and forwarded the inquiry to the City Manager.

Commissioner Bolton motioned to approve. Commissioner Placko seconded.

Director of Community Development, Maxine Calloway, provided a presentation, which is on file in the City Clerk’s Office.

Discussion between the Commission, and the applicant, ensued.

Mayor Gomez opened for public comments. There being none, Mayor Gomez closed public comments.

Commissioner Bolton withdrew his motion to approve.

Commissioner Bolton made a substitute motion to approve with a condition that the applicant has agreed to the special exception for a term of one year, and 60 days prior to the expiration of that one year that staff bring a report forward for you to consider extending the special exception.

Clerk Johnson conducted a roll call vote, and the motion failed 3-2. Commissioner Gelin, Commissioner Placko and Mayor Gomez dissented. Commissioner Bolton and Vice Mayor Villalobos were in favor.

Vice Mayor Villalobos made a request to move his item up, which will be less than 5 minutes, prior to Item 9.b. – 9.e. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Bolton, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Gelin dissented.

10.a. Civility and Meeting Decorum (part 1 – Out of Order)

Vice Mayor Villalobos asked the City Clerk to read into the record the Code of Ethics,

Clerk Johnson read Section, 2-403 of the City's Code of Ordinances for the record.

Vice Mayor Villalobos discussed his concerns related to the actions of the Commission, and made a motion to have a retreat and get us back on track.

Vice Mayor Villalobos withdrew his original motion, and moved to extend the meeting until everything on the agenda is heard. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Bolton, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Gelin dissented.

9.b. TR13616 – Parkside Memory Care Allocation of Bonus Sleeping Rooms

A Resolution of the City Commission of the City of Tamarac, Florida, allocating seventy-two (72) bonus sleeping rooms to allow for a special residential facility, category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms for the subject property located at 7501 NW 76 Street Tamarac, Florida, (tract a less the north 20 feet of the west 85 feet, and all of the tract C, Southern Bell-Tamarac, according to the plat thereof, as recorded in Plat Book 89, p39, of the public records of Broward County) to provide for consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 1-FLX-21); providing for conflicts; providing for severability; and providing for an effective date.

9.c. TBO47 – Parkside Memory Care ALF Variance – Parking

A Variance from Section 10-4.3(D)(2), Table 10-4.1, Minimum Number Off-Street Parking Spaces, to allow for a minimum parking required of thirty-seven (37) parking spaces for a 43,000 square foot Assisted Living Facility in lieu of a minimum of ninety (92) spaces.

Notice of the request for the Variance was given as required by law. The City Commission of the City of Tamarac ("Commission") has identified that the property located at 7501 NW 76 Street, Tamarac, Florida, 9the "Property") is located in the (PF), Public Facilities Zoning District.

9.d. TBO48 – Parkside Memory Care Variance – Landscape

A Variance from Section 10-4.4(D)(3)(c)(i), Land Development Code, to allow for a buffer area on the nonresidential plot with a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line in lieu of a minimum continuous depth of

twenty-five (25) feet of landscaping for a property that directly abuts a Residential District.

9.e. TR13618 – Parkside Memory Care Major Revised Site Plan

A Resolution of the City Commission of the City of Tamarac, Florida, granting a Site Plan Approval (Major) with conditions to allow for the development of a new two (2) story assisted living facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; for the subject property located at 7501 NW 76 Street, Tamarac, Florida, (tract a less the north 220 feet of the west 85 feet, and all of tract C, Southern Bell Tamarac, according to the plat thereof, as recorded in plat book 89, page 39, of the public records of Broward County) (Case No. 12-SP-20); providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the titles of items 9.b. – 9.e., and stated there would be one presentation for the items. Individual votes would be taken for each of the items, after staff and applicant presentations.

Clerk Johnson administered an oath to Seema Lakhani the applicant, Rosa Ramos the applicant's architect, Deana Gray who is representing the applicant, and Community Development Director Maxine Calloway, who will be providing testimony on behalf of the application.

Mayor Gomez asked each of the elected officials if they had any ex parte communications. Commissioner Placko, Commissioner Gelin, Vice Mayor Villalobos and Mayor Gomez stated no.

Commissioner Bolton departed the meeting at 11:03 p.m., and returned at 11:12 p.m. Upon return, Mayor Gomez asked if he had any ex parte communications, and he stated no.

Ms. Gray introduced herself and the applicants. She offered to provide a presentation, but waived in lieu of Ms. Calloway's detailed presentation.

Discussion by the Commission ensued.

Following discussion, Commissioner Gelin motioned to table the items until the next meeting. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Gelin, Commissioner Bolton, Commissioner Placko and Vice Mayor Villalobos were in favor. Mayor Gomez dissented.

City Attorney Herin, for the record, stated Items 9.b. – 9.e. would be tabled until the next meeting. [July 14, 2021]

10. OTHER

a. Civility and Meeting Decorum

Requested by Vice Mayor Villalobos

Vice Mayor Villalobos made a motion to direct city staff to move forward with a retreat so that we can better represent our city as a whole through the retreat. Mayor Gomez clarified, and Vice Mayor Villalobos confirmed, it would be with a facilitator and with the members of the executive team. The motion died for a lack of a second.

Discussion by the Commission continued.

Commissioner Gelin departed the meeting at 11:54 p.m.

Discussion by the Commission continued related to hosting a retreat, communication, sticking to what the Commission agrees to, having all five Commissioners in cohesion, etc.

There being nothing further to discuss, Mayor Gomez adjourned the meeting on Thursday, June 24, 2021, at 12:17 a.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

Jennifer Johnson, CMC

Michelle J. Gomez, Mayor

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PUBLIC PARTICIPATION SIGN-UP SHEET

**REGULAR COMMISSION MEETING
JUNE 23, 2021**

PLEASE PRINT FULL NAME * ADDRESS * PHONE NO.

PRINT NAME	ADDRESS	PHONE
RUDY DELGADO	TAM 33321 8307 NW 57 CT	954-529-7575
Salim Lalchani	SWR 33331 18201 SW 52nd CT	954-881-5561
Seema Lalchani	SWR-33334 18201 SW 52nd CT	786-295-5714
Deena Gray Esq.	For Parkside ALF 200 E Blaw	954 527 2443
Darcy Schiller	7879 Granville Dr.	

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My name is Rudy Delgado 954-529-7575 * rudydelgado@hotmail.com, resident of Tamarac for the last 7 years. I belong to District #2, Section 11 or Fairhaven Eleven and my HOA consists of 255 homes.

Our association provides irrigation to our homes using water from the canal as part of the benefits of the monthly fees.

I want to talk about a big project consisting of rebuilding our entire irrigation system and which was done by my administration in an insidious manner.

As of four years ago the irrigation was in bad condition due to neglect over the years. Since I am a retired laboratory technician with experience in multimillion dollar machine maintenance, I volunteered to be in charge of irrigation and try to restore it. After one year I had it running even though I had very little support from the board. I admit there were still hidden problems but every home was getting sprinkler water and all problems were going to be properly addressed.

Last year the administration found some money in reserves and decided to overhaul the entire irrigation. So far so good except that I was fired. My position as irrigation champion was commandeered by someone with no experience on irrigation but with the approval of the majority of the board, as I was told. A contractor was hired for the operation.

But what is wrong with this? The contractor sold us an expensive system that is not adequate for our application and the administration committed several mistakes in the process:

1- A request was made by me as 2nd VP for a written estimate from the selected contractor but the estimate was never provided. Work in progress costs were submitted by the treasurer verbally at board meetings. It is my belief that the total cost is about \$150,000.

2- The old system used to have 13 Rainbird timers identical to those that the City of Tamarac uses at road medians: in order to avoid digging trenches for new underground wiring, the contractor installed wireless timers of a kind that is to be used where there is no electricity available, such as a remote farm. That is not our case. Each timer is powered by a 9 VDC battery. They did not install 13 of those timers but over one hundred of them. This is a ridicule amount even at a remote farm.

3- Each new timer is located underground in a pit where it can get flooded after a downpour and the quality of installation, in general, is mediocre with flying connections.

4- I believe this operation was conducted without a permit.

May I kindly request from the City of Tamarac to inspect the irrigation installation and the procedure followed by my administration. I am available for all details.





Title - TR13574 - Approve Change Order No. 1 to the Agreement with SFM for Landscaping Services

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing increased expenditure for Grounds Maintenance Services with SFM Services, Inc. due to increased quantity of landscaped areas to be maintained and increased service levels to certain areas, nunc pro tunc, at a cost not to exceed \$109,364.23 and approve an annual cost adjustment based on the Miami Urban CPI for the period June 2020 to June 2021, not to exceed 4% and said CPI cost adjustment shall be effective on October 1, 2021; authorizing annual expenditures not to exceed \$831,632.47, including annual price escalation / de-escalation per bid no 19-29b; authorizing proper city officials to execute contract renewals; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR 13574 MEMO	6/30/2021	Cover Memo
TR 13574 RESO	6/30/2021	Resolution
EXHIBIT 1	6/30/2021	Exhibit
EXHIBIT 2	6/30/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Michael C. Cernech, City Manager
Thru: Jack Strain, Public Services Director 
From: Troy Gies, Budget and Contracts Manager 
Date: June 29, 2021
Re: Temp. Reso. #13574 – Authorized Increased Cost for Landscaping Services – July 14, 2021, Commission Meeting Agenda

Recommendation:

I recommend that the City Commission approve the Cost Adjustment to the Agreement between the City of Tamarac and SFM Services ("the Agreement") due to the increase in quantity of landscaped areas, nunc pro tunc, and to approve the annual CPI Adjustment (maximum 4%) per the terms and conditions of the Agreement, in an amount not to exceed \$140,002.08, authorize the appropriate City Officials to execute Contract Renewals including annual price escalation/de-escalation per Bid No. 19-29B; and that this item be placed on the July 14, 2021 Commission Meeting Agenda.

Issue:

Approval of the increased cost to the Grounds Maintenance Agreement with SFM Services due to increased landscaped areas and the Annual CPI Adjustment, per the Agreement between the City of Tamarac and SFM Services, Inc. not to exceed \$140,002.08, and authorization of the appropriate City Officials to execute Contract Renewals including annual price escalation/de-escalation per Bid No. 19-29B.

Background:

Public Services is responsible for providing landscape maintenance of public areas within the City of Tamarac including, medians, public rights-of-way, parks, and green spaces around City Facilities. On January 8, 2020, the City Commission of the City of Tamarac authorized the award of Bid No. 19-29B to SFM Services for Grounds Maintenance Services via Resolution Number R-2020-002.

Prior to Bid No. 19-29B, through a series of competitive bids and contract renewals, the City had utilized the same vendor for Grounds Maintenance for more than 16 years. Contracted services included all grounds maintenance related work, including but not limited to mowing, weeding, hedge-trimming, fertilizing, mulching, and irrigation services. Due to the size and complexity of that contract it was becoming more difficult to find competitive proposals. At a contract cost of approximately \$1,200,000 annually.

With the annual cost escalating and the desire to introduce more competition, the comprehensive Grounds Contract was broken up into smaller components of landscape services, namely: mowing, hedge trimming, pest control, mulch application, fertilizer application, and irrigation services. The City was able to award separate components to separate vendors and received a far more competitive price; by splitting the Grounds

Maintenance, Mulching, and Irrigation Services, the City was able to reduce the Grounds Maintenance Services from approximately \$1,200,000 to approximately \$800,000 annually. Bid No. 19-29B included a detailed breakdown of all areas to be maintained by the contractor and was far more detailed than previous contracts. This allowed us to break up the bid and affords greater accountability for the Contractor. The Contractor now reports and invoices for work done on individual sections and areas; and areas not completed are not invoiced, and therefore, City Staff are better able to ensure the Contractor is paid only for work that is completed.

Bid No 19-29B included all known areas being maintained by the previous vendor, and in addition included several locations that were under construction, including but not limited to Waters Edge Park, Swim Annex Park, and areas along buffer walls, much of which were previously maintained by the adjacent property owners.

Since the award of 19-29B, the above-mentioned parks have come online; and as buffer wall sections were being completed, the vendor was assigned those additional tasks. In addition, the Contract includes an annual escalation / de-escalation based upon the CPI for the Miami Area from June to June of the previous year; and cannot exceed 4% in any one year. The estimated CPI is estimated to be at or above 4%, therefore, we are requesting a CPI adjustment not to exceed 4%, but will be based on the actual CPI data to be released on or about July 13, 2021.

The proposed cost increase to the Agreement is to incorporate those additional areas that have been added, in addition to some isolated areas within the City that were not included in Bid No 19-29B, but logistically makes sense to have the Contractor maintain those areas. Below is a summary of the quantity changes.

	SFM Services, Inc.	Increased	ADJUSTED COST	CIP Adjust	TOTAL ADJ COST	Total
	<u>Bid 19-29B</u>	<u>Areas</u>		<u>(Max 4%)</u>		<u>Change</u>
Facilities Subtotals	\$103,460.48	\$28,542.00	\$132,002.48	\$5,279.70	\$137,282.18	\$33,821.70
Park/Lots Subtotals	\$195,592.38	\$9,950.03	\$204,194.78	\$7,843.31	\$212,362.57	\$16,770.19
Medians/ Buffer Walls Subtotals	\$392,577.53	\$70,872.20	\$463,449.73	\$18,537.99	\$481,987.72	\$89,410.19
Total Amounts:	\$691,630.39	\$109,364.23	\$799,646.99	\$31,661.00	\$831,632.47	\$140,002.08

The largest portion of the increase is for existing areas, which have been increased and/or were not completed prior to the bid and need to be included in the total annual cost. These areas include the medians along buffer walls, which often were previously maintained by an adjacent property owner, but the City maintains all areas along the street-side of the buffer walls. In addition, the City maintains many small lots and grassy areas over canal outfalls. These canal crossings are spread throughout the City and often are not near other maintained

areas such as parks or medians, and therefore require additional time and manpower to maintain these. In working with the Contractor, it was determined that the original bid underestimated the square footage of the canal crossings. The adjusted cost accounts for all current buffer wall area and canal crossings. In addition, we have at least one area that had traditionally been maintained by bush hog, which entails a rough cut approximately once a month. Based on feedback from the Community and the City Commission, these areas have been changed from bush hogging to regular mowing, which entails more frequent cuts (approximately 28 per year) and includes weeding, fertilizing, and edging. The cost for all these quantity increases and service level changes total \$70,872.20

The City also had two facilities under construction, for which we could not require a quote from the vendor until facilities were completed. The first being, Waters Edge Park; this facility will cost \$9,950.00 annually to maintain. Colony West Clubhouse was recently completed and the landscaping surrounding the hotel has been designed and therefore the Contractor was able to provide an annual cost for that facility. The total cost to maintain the landscaping at Colony West will cost \$28,542.00. Please note, that 38% of that cost or \$10,845.00 is allocated to the hotel property.

The Contract also includes an annual CPI Adjustment. The contract specifically allows for an annual adjustment (increase or decrease) equal to the percentage change to the Miami Urban CPI Index for the 12-month period ending the previous June, which is June 30, 2021 for the current contract term. The maximum increase is 4% for any 12-month period. Based on the latest numbers available, the CPI Index is estimated to be at or above 4%. Therefore, we are asking for approval of an adjustment not to exceed 4%, calculated in the above stated manner; and the change would take effect on October 1, 2021.

The Contract, as approved by Resolution R-2020-002, allows for the City Manager or Designee to approve Contract Renewals; in addition, CPI Adjustments for this contract not exceeding \$65,000.00 can be approved administratively per City Code Section 6-147. However, due to the combination of increased areas and the CPI Adjustment, we are requesting the Commission approve both and reaffirm that in the future the City Manager or Designee is authorized to approve Contract Renewals and CPI Adjustments (less than \$65,000.00) per the existing Terms and Conditions of the Contract and City Code.

Fiscal Impact:

The total amount of funds available for Landscape Maintenance Services in the FY 2021 Adopted Budget is \$723,166.00. Staff anticipated the proposed increases and included \$200,000.00 in the FY 2022 Proposed Budget.

The work to be performed by SFM Services per this Agreement, are subject to seasonal and weather-related variables. The vendor will perform scheduled duties (e.g. mowing and bush-hogging) per schedule; and all duties will be done at the direction and under the oversight of City Staff. Actual cost and contractor performance will be continually monitored by City Staff to ensure the contractor meets all terms and conditions of the Contract and ensure the annual cost does not exceed the amount authorized by City Commission.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING INCREASED EXPENDITURE FOR GROUNDS MAINTENANCE SERVICES WITH SFM SERVICES, INC. DUE TO INCREASED QUANTITY OF LANDSCAPED AREAS TO BE MAINTAINED AND INCREASED SERVICE LEVELS TO CERTAIN AREAS, NUNC PRO TUNC, AT A COST NOT TO EXCEED \$109,364.23 AND APPROVE AN ANNUAL COST ADJUSTMENT BASED ON THE MIAMI URBAN CPI FOR THE PERIOD JUNE 2020 TO JUNE 2021, NOT TO EXCEED 4% AND SAID CPI COST ADJUSTMENT SHALL BE EFFECTIVE ON OCTOBER 1, 2021; AUTHORIZING ANNUAL EXPENDITURES NOT TO EXCEED BUDGETED AMOUNT, PLUS ANY ANNUAL PRICE ESCALATION / DE-ESCALATION PER BID NO 19-29B; AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission deem it to be in the best interest of the citizens, residents, and businesses of the City of Tamarac to maintain City Rights-of-Way, Public Parks, and other green spaces around City Facilities through proper landscape maintenance services provided in a cost-effective and efficient manner; and

WHEREAS, via Resolution R-2020-002, dated January 8, 2020, the City Commission of the City of Tamarac awarded Bid Number 19-29B to and authorized an Agreement with SFM Services, Inc. for the provision of grounds maintenance services for City-owned properties, a copy of the Agreement is incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, City Staff have identified additional areas requiring grounds

maintenance services and have updated the Contract Cost with additional areas, a copy of the updated Contract Cost is hereto attached "Exhibit 1"; and

WHEREAS, per the terms and conditions of the Agreement with SFM Services, Inc., the Contract is subject to an Annual Consumer Price Index (CPI) Adjustment (escalation or de-escalation) equal to the percentage change to the Miami Urban CPI Index for the 12-month period ending the previous June, which in this case is June 2020 to June 2021, the maximum increase is 4% in any 12-month period, and shall take effect on October 1, 2021, the CPI Adjustment shall not exceed \$31,661.00 or 4% of the current contract including quantity adjustments proposed via this Resolution, a copy of the CPI Calculation is included in Contract Cost sheet hereto attached as "Exhibit 1"; and

WHEREAS, the Contractor has requested the Cost Adjustment per the above stated process and per Bid No. 19-29B, a copy of the request is hereto attached as "Exhibit 2"; and

WHEREAS, out of expediency, the Public Services Director, the Director of Financial Services, and the City's Purchasing and Contracts Manager, recommend that the City Commission approve the Cost Adjustment due to quantity changes, nunc pro tunc, which shall not exceed \$109,364.23, and that the City Commission approve the annual CPI Adjustment to be effective on October 1, 2021, and shall not exceed 4 percent of the adjusted Contract Cost or \$31,661.00, per Bid No. 19-29B, and to authorize an annual expenditure not to exceed \$831,632,47 including future annual price escalation / de-escalation per Bid No 19-29B; authorizing proper City Officials to execute Contract Renewals; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the

best interest of the citizens and residents of the City of Tamarac to authorize and approve the Cost Adjustment due to quantity changes, nunc pro tunc, which shall not exceed \$109,364.23, and that the City Commission approve the annual CPI Adjustment to be effective on October 1, 2021, and shall not exceed 4 percent of the adjusted Contract Cost or \$31,661.00, per Bid No. 19-29B, to authorize an annual expenditure not to exceed \$831,632,47 including future annual price escalation / de-escalation per Bid No 19-29B; and authorize proper City Officials to execute Contract Renewals.

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

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

SECTION 2: The City Commission HEREBY approves the Cost Adjustment due to quantity changes, nunc pro tunc, which shall not exceed \$109,364.23, and further approves the annual CPI Adjustment to be effective on October 1, 2021, and shall not exceed 4 percent of the adjusted Contract Cost or \$31,661.00, per Bid No. 19-29B, per the Contract Cost sheet, hereto attached as "Exhibit 1".

SECTION 3: Annual expenditures in the amount not to exceed budgeted amount plus any future annual escalation/de-escalation per the Terms and Conditions

of the Agreement, in accordance with Bid No. 19-29B.

SECTION 4: The City Manager or Designee is HEREBY authorized to extend or renew the Agreements with SFM Services, Inc. for Grounds Maintenance Services and to approve any annual price escalation/de-escalation as provided for by the Terms and Conditions of the Agreement, in accordance with Bid No. 19-29B.

SECTION 5: The City Manager or 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.

“The remainder of this page is intentionally left blank.”

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2021.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
ACTING CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY

19-29B - Citywide Landscaping Maintenance - Overview of Specifications and Schedule of Prices

CPI ADJUST (4% MAXIMUM)

4.00%

Schedule/Specification	SFM Services, Inc. Bid 19-29B	Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI	Total Change
Indemnification	\$10.00	\$0.00	\$10.00	N/A	\$10.00	\$0.00
LANDSCAPE MAINTENANCE - FACILITIES - Mowing	\$63,934.00	\$26,112.00	\$90,046.00	\$3,601.84	\$93,647.84	\$29,713.84
LANDSCAPE MAINTENANCE - FACILITIES - Hedge Trimming	\$30,216.00	\$0.00	\$30,216.00	\$1,208.64	\$31,424.64	\$1,208.64
LANDSCAPE MAINTENANCE - FACILITIES - Chemical Pest Control	\$3,144.00	\$0.00	\$3,144.00	\$125.76	\$3,269.76	\$125.76
LANDSCAPE MAINTENANCE - FACILITIES - Turf Fertilizer	\$4,176.48	\$1,080.00	\$5,256.48	\$210.26	\$5,466.74	\$1,290.26
LANDSCAPE MAINTENANCE - FACILITIES - Shrub, Tree, Palm Fertilizer	\$1,980.00	\$1,350.00	\$3,330.00	\$133.20	\$3,463.20	\$1,483.20
Subtotals	\$103,460.48	\$28,542.00	\$132,002.48	\$5,279.70	\$137,282.18	\$33,821.70
LANDSCAPE MAINTENANCE - PARKS / LOTS - Mowing	\$155,532.00	\$6,272.00	\$161,804.00	\$6,147.68	\$168,276.16	\$12,744.16
LANDSCAPE MAINTENANCE - PARKS / LOTS - Hedge Trimming	\$20,452.80	\$2,016.00	\$22,468.80	\$898.75	\$23,367.55	\$2,914.75
LANDSCAPE MAINTENANCE - PARKS / LOTS - Chemical Pest Control	\$1,572.00	\$314.40	\$1,886.40	\$75.46	\$1,961.86	\$389.86
LANDSCAPE MAINTENANCE - PARKS / LOTS - Turf Fertilizer	\$13,715.58	\$1,347.63	\$13,715.58	\$548.62	\$14,264.20	\$548.62
LANDSCAPE MAINTENANCE - PARKS / LOTS - Shrub, Tree, Palm Fertilizer	\$4,320.00	\$0.00	\$4,320.00	\$172.80	\$4,492.80	\$172.80
Subtotals	\$195,592.38	\$9,950.03	\$204,194.78	\$7,843.31	\$212,362.57	\$16,770.19
LANDSCAPE MAINTENANCE - MEDIANS - Mowing	\$154,511.00	\$20,687.24	\$175,198.24	\$7,007.93	\$182,206.17	\$27,695.17
LANDSCAPE MAINTENANCE - MEDIANS - Hedge Trimming	\$126,326.40	\$14,692.80	\$141,019.20	\$5,640.77	\$146,659.97	\$20,333.57
LANDSCAPE MAINTENANCE - MEDIANS - Chemical Pest Control	\$8,174.40	\$0.00	\$8,174.40	\$326.98	\$8,501.38	\$326.98
LANDSCAPE MAINTENANCE - MEDIANS - Turf Fertilizer	\$14,407.65	\$0.00	\$14,407.65	\$576.31	\$14,983.96	\$576.31
LANDSCAPE MAINTENANCE - MEDIANS - Shrub, Tree, Palm Fertilizer	\$37,264.88	\$0.00	\$37,264.88	\$1,490.60	\$38,755.48	\$1,490.60
LANDSCAPE MAINTENANCE - BUFFER WALL / ROW - Mowing	\$19,283.20	\$27,946.56	\$47,229.76	\$1,889.19	\$49,118.95	\$29,835.75
LANDSCAPE MAINTENANCE - BUSH HOG - Mowing	\$32,610.00	\$7,545.60	\$40,155.60	\$1,606.22	\$41,761.82	\$9,151.82
Subtotals	\$392,577.53	\$70,872.20	\$463,449.73	\$18,537.99	\$481,987.72	\$89,410.19
Total Amounts:	\$691,630.39	\$109,364.23	\$799,646.99	\$31,661.00	\$831,632.47	\$140,002.08

70,872.20 Change of Scope/Increased

38,492.03 New Areas

26,112.00	Colony West	17,696.04	City (62%)
1,080.00	Colony West	10,845.96	Hotel (38%)
1,350.00	Colony West	28,542.00	Total CW
6,272.00	Waters Edge		
2,016.00	Waters Edge		
314.40	Waters Edge		
1,347.63	Waters Edge	9,950.03	Waters Edge

19-29B - Citywide Landscaping Maintenance - Quote Form - Indemnification

				SFM Services, Inc.
				<u>Submission 1</u>
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Indemnification	1	LS	\$ 10.00	\$10.00
Subtotal:				\$10.00

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - FACILITIES - Mowing

		NEW INCREASED			SFM Services, Inc. Bid 19-29B	Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
Line Item	Location	Mowing sq ft	Yearly cuts	Price Per Cut	Total	Total	Total		
1	Municipal Complex 7525 NW 88th Ave (City Hall BSO FS 41)	102222	28	\$ 273.00	\$ 7,644.00	\$ -	\$ 7,644.00	\$ 305.76	\$ 7,949.76
2	Public Services 6011 Nob Hill Rd (PS North PR & FS 15)	95000	28	\$ 260.00	\$ 7,280.00	\$ -	\$ 7,280.00	\$ 291.20	\$ 7,571.20
3	Public Services South / IT Building (10101 State St.)	45000	28	\$ 117.00	\$ 3,276.00	\$ -	\$ 3,276.00	\$ 131.04	\$ 3,407.04
4	Grants Plaza (Utilities) (4191 W Commercial Blvd)	26000	26	\$ 65.00	\$ 1,690.00	\$ -	\$ 1,690.00	\$ 67.60	\$ 1,757.60
5	Water Treatment Plant (7803 NW 61 ST)	140000	28	\$ 364.00	\$ 10,192.00	\$ -	\$ 10,192.00	\$ 407.68	\$ 10,599.68
6	Community Center (8601 W Commercial)	92000	28	\$ 234.00	\$ 6,552.00	\$ -	\$ 6,552.00	\$ 262.08	\$ 6,814.08
7	Aquatic Center (9300 NW 58 St)	60000	28	\$ 156.00	\$ 4,368.00	\$ -	\$ 4,368.00	\$ 174.72	\$ 4,542.72
8	Fire Station #36 (7200 N. University)	157640	28	\$ 429.00	\$ 12,012.00	\$ -	\$ 12,012.00	\$ 480.48	\$ 12,492.48
9	Fire Station #78 (4801 W Commercial)	5000	28	\$ 104.00	\$ 2,912.00	\$ -	\$ 2,912.00	\$ 116.48	\$ 3,028.48
10	Pump Station #1 (East - 6601 Southgate Blvd)	38270	28	\$ 78.00	\$ 2,184.00	\$ -	\$ 2,184.00	\$ 87.36	\$ 2,271.36
11	Pump Station #2 (Central - 8801 Southgate Blvd)	57000	28	\$ 104.00	\$ 2,912.00	\$ -	\$ 2,912.00	\$ 116.48	\$ 3,028.48
12	Pump Station #3 (West - 10801 Southgate Blvd)	47870	28	\$ 104.00	\$ 2,912.00	\$ -	\$ 2,912.00	\$ 116.48	\$ 3,028.48
13	COLONY WEST		28	\$ 932.57		\$ 26,112.00	\$ 26,112.00	\$ 1,044.48	\$ 27,156.48
Subtotal:			932.57143		\$ 63,934.00	\$26,112.00	\$ 90,046.00	\$ 3,601.84	\$ 93,647.84

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - FACILITIES - Hedge Trimming

Line Item	Location	Yearly Trims	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
			Price Per Trim	Total	Total	Total		
1	Municipal Complex 7525 NW 88th Ave (City Hall BSO FS 41)	12	\$ 468.00	\$ 5,616.00	\$ -	\$ 5,616.00	\$ 224.64	\$ 5,840.64
2	Public Services 6011 Nob Hill Rd (PS North PR & FS 15)	12	\$ 312.00	\$ 3,744.00	\$ -	\$ 3,744.00	\$ 149.76	\$ 3,893.76
3	Public Services South / IT Building (10101 State St.)	12	\$ 156.00	\$ 1,872.00	\$ -	\$ 1,872.00	\$ 74.88	\$ 1,946.88
4	Grants Plaza (Utilities) (4191 W Commercial Blvd)	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Water Treatment Plant (7803 NW 61 ST)	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Community Center (8601 W Commercial)	12	\$ 468.00	\$ 5,616.00	\$ -	\$ 5,616.00	\$ 224.64	\$ 5,840.64
7	Aquatic Center (9300 NW 58 St)	12	\$ 182.00	\$ 2,184.00	\$ -	\$ 2,184.00	\$ 87.36	\$ 2,271.36
8	Fire Station #36 (7200 N. University)	12	\$ 468.00	\$ 5,616.00	\$ -	\$ 5,616.00	\$ 224.64	\$ 5,840.64
9	Fire Station #78 (4801 W Commercial)	12	\$ 156.00	\$ 1,872.00	\$ -	\$ 1,872.00	\$ 74.88	\$ 1,946.88
10	Pump Station #1 (East - 6601 Southgate Blvd)	12	\$ 84.00	\$ 1,008.00	\$ -	\$ 1,008.00	\$ 40.32	\$ 1,048.32
11	Pump Station #2 (Central - 8801 Southgate Blvd)	12	\$ 112.00	\$ 1,344.00	\$ -	\$ 1,344.00	\$ 53.76	\$ 1,397.76
12	Pump Station #3 (West - 10801 Southgate Blvd)	12	\$ 112.00	\$ 1,344.00	\$ -	\$ 1,344.00	\$ 53.76	\$ 1,397.76
Subtotal:			\$ 2,518.00	\$ 30,216.00	\$ -	\$ 30,216.00	\$ 1,208.64	\$ 31,424.64

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - FACILITIES - Chemical Pest Control

Line Item	Location	Annual Qty
1	Municipal Complex 7525 NW 88th Ave (City Hall BSO FS 41)	12
2	Public Services 6011 Nob Hill Rd (PS North PR & FS 15)	12
3	Public Services South / IT Building (10101 State St.)	12
4	Grants Plaza (Utilities) (4191 W Commercial Blvd)	0
5	Water Treatment Plant (7803 NW 61 ST)	0
6	Community Center (8601 W Commercial)	12
7	Aquatic Center (9300 NW 58 St)	12
8	Fire Station #36 (7200 N. University)	12
9	Fire Station #78 (4801 W Commercial)	12
10	Pump Station #1 (East - 6601 Southgate Blvd)	12
11	Pump Station #2 (Central - 8801 Southgate Blvd)	12
12	Pump Station #3 (West - 10801 Southgate Blvd)	12

Subtotal:

SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
Price Per Location	Total	Total	Total		
\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
\$ 3,144.00		\$ -	\$ 3,144.00	\$ 125.76	\$ 3,269.76

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - FACILITIES - Turf Fertilizer

Line Item	Location	SQ FT	Yearly QTY	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
				Turf Fertilizer Cost	Total	Total	Total		
1	Municipal Complex 7525 NW 88th Ave (City Hall BSO FS 41)	102222	3	\$ 255.56	\$ 766.68	\$ -	\$ 766.68	\$ 30.67	\$ 797.35
2	Public Services 6011 Nob Hill Rd (PS North PR & FS 15)	95000	3	\$ 237.50	\$ 712.50	\$ -	\$ 712.50	\$ 28.50	\$ 741.00
3	Public Services South / IT Building (10101 State St.)	45000	3	\$ 112.50	\$ 337.50	\$ -	\$ 337.50	\$ 13.50	\$ 351.00
4	Grants Plaza (Utilities) (4191 W Commercial Blvd)	26000	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Water Treatment Plant (7803 NW 61 ST)	140000	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Community Center (8601 W Commercial)	92000	3	\$ 230.00	\$ 690.00	\$ -	\$ 690.00	\$ 27.60	\$ 717.60
7	Aquatic Center (9300 NW 58 St)	60000	3	\$ 150.00	\$ 450.00	\$ -	\$ 450.00	\$ 18.00	\$ 468.00
8	Fire Station #36 (7200 N. University)	157640	3	\$ 394.10	\$ 1,182.30	\$ -	\$ 1,182.30	\$ 47.29	\$ 1,229.59
9	Fire Station #78 (4801 W Commercial)	5000	3	\$ 12.50	\$ 37.50	\$ -	\$ 37.50	\$ 1.50	\$ 39.00
10	Pump Station #1 (East - 6601 Southgate Blvd)	38270	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Pump Station #2 (Central - 8801 Southgate Blvd)	57000	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Pump Station #3 (West - 10801 Southgate Blvd)	47870	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	COLONY WEST		0	\$ -		\$ 1,080.00	\$ 1,080.00	\$ 43.20	\$ 1,123.20
Subtotal:				\$	4,176.48	\$ 1,080.00	\$ 5,256.48	\$ 210.26	\$ 5,466.74

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - FACILITIES - Shrub, Tree, Palm Fertilizer

Line Item	Location	Annual Quantity QTY	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
			Shrub, Tree, Palm Fertilizer Cost	Total	Total	Total		
1	Municipal Complex 7525 NW 88th Ave (City Hall BSO FS 41)	2	\$ 225.00	\$ 450.00	\$ -	\$ 450.00	\$ 18.00	\$ 468.00
2	Public Services 6011 Nob Hill Rd (PS North PR & FS 15)	2	\$ 90.00	\$ 180.00	\$ -	\$ 180.00	\$ 7.20	\$ 187.20
3	Public Services South / IT Building (10101 State St.)	2	\$ 90.00	\$ 180.00	\$ -	\$ 180.00	\$ 7.20	\$ 187.20
4	Grants Plaza (Utilities) (4191 W Commercial Blvd)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Water Treatment Plant (7803 NW 61 ST)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Community Center (8601 W Commercial)	2	\$ 225.00	\$ 450.00	\$ -	\$ 450.00	\$ 18.00	\$ 468.00
7	Aquatic Center (9300 NW 58 St)	2	\$ 135.00	\$ 270.00	\$ -	\$ 270.00	\$ 10.80	\$ 280.80
8	Fire Station #36 (7200 N. University)	2	\$ 135.00	\$ 270.00	\$ -	\$ 270.00	\$ 10.80	\$ 280.80
9	Fire Station #78 (4801 W Commercial)	2	\$ 90.00	\$ 180.00	\$ -	\$ 180.00	\$ 7.20	\$ 187.20
10	Pump Station #1 (East - 6601 Southgate Blvd)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Pump Station #2 (Central - 8801 Southgate Blvd)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Pump Station #3 (West - 10801 Southgate Blvd)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	COLONY WEST	3	\$ 450.00		\$ 1,350.00	\$ 1,350.00	\$ 54.00	\$ 1,404.00
Subtotal:			\$ 1,440.00	\$ 1,980.00	\$ 1,350.00	\$ 3,330.00	\$ 133.20	\$ 3,463.20

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - PARKS / LOTS - Mowing

Line Item	Location	Mowing sq ft	Yearly cuts	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
				Price Per Cut	Total	Total	Total		
1	Wildlife Park	128924	24	\$ 338.00	\$ 8,112.00	\$ -	\$ 8,112.00	\$ 324.48	\$ 8,436.48
2	Mainlands Park	807364	28	\$ 1,872.00	\$ 52,416.00	\$ -	\$ 52,416.00	\$ 2,096.64	\$ 54,512.64
	Sabal Palm Lot / NE Corner (Rock Island & 3 Commercial Blvd)	7500	24	\$ 19.50	\$ 468.00	\$ -	\$ 468.00	\$ 18.72	\$ 486.72
4	Pine Island / Commercial Blvd Lot / NE Corner	5000	24	\$ 13.00	\$ 312.00	\$ -	\$ 312.00	\$ 12.48	\$ 324.48
5	Caporella Park	130254	28	\$ 351.00	\$ 9,828.00	\$ -	\$ 9,828.00	\$ 393.12	\$ 10,221.12
6	Sunset Park	192355	28	\$ 520.00	\$ 14,560.00	\$ -	\$ 14,560.00	\$ 582.40	\$ 15,142.40
7	Commons Park	16111	28	\$ 39.00	\$ 1,092.00	\$ -	\$ 1,092.00	\$ 43.68	\$ 1,135.68
8	Landings Park	94618	28	\$ 260.00	\$ 7,280.00	\$ -	\$ 7,280.00	\$ 291.20	\$ 7,571.20
	Aquatic Center Park	83900	28	\$ 208.00	\$ 5,824.00	\$ -	\$ 5,824.00	\$ 232.96	\$ 6,056.96
9	(Under Development)								
	Tephford Park	200800	28	\$ 1,872.00	\$ 52,416.00	\$ -	\$ 52,416.00	\$ 2,096.64	\$ 54,512.64
10	(St. Augustine)								
11	Waters Edge Park	239580	28	\$ 224.00		\$ 6,272.00	\$ 6,272.00	\$ 250.88	\$ 6,522.88
	Water View Park	8000	28	\$ 26.00	\$ 728.00	\$ -	\$ 728.00	\$ 29.12	\$ 757.12
12	(Bahia)								
13	Empty Lot Nob Hill just north of NW 67th Street	84000	12	\$ 208.00	\$ 2,496.00	\$ -	\$ 2,496.00	\$ 99.84	\$ 2,595.84
Subtotal:					\$ 155,532.00	\$ 6,272.00	\$ 161,804.00	\$ 6,147.68	\$ 168,276.16

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - PARKS / LOTS - Hedge Trimming

Line Item	Location	Yearly Trims	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
			Price Per Trim	Total	Total	Total		
1	Wildlife Park	12	\$ 52.40	\$ 628.80	\$ -	\$ 628.80	\$ 25.15	\$ 653.95
2	Mainlands Park	12	\$ 672.00	\$ 8,064.00	\$ -	\$ 8,064.00	\$ 322.56	\$ 8,386.56
	Sabal Palm Lot / NE Corner (Rock Island &	12	\$ 28.00	\$ 336.00	\$ -	\$ 336.00	\$ 13.44	\$ 349.44
3	Commercial Blvd)							
4	Pine Island / Commercial Blvd Lot / NE Corner	12	\$ 112.00	\$ 1,344.00	\$ -	\$ 1,344.00	\$ 53.76	\$ 1,397.76
5	Caporella Park	12	\$ 168.00	\$ 2,016.00	\$ -	\$ 2,016.00	\$ 80.64	\$ 2,096.64
6	Sunset Park	12	\$ 168.00	\$ 2,016.00	\$ -	\$ 2,016.00	\$ 80.64	\$ 2,096.64
7	Commons Park	12	\$ 112.00	\$ 1,344.00	\$ -	\$ 1,344.00	\$ 53.76	\$ 1,397.76
8	Landings Park	12	\$ 112.00	\$ 1,344.00	\$ -	\$ 1,344.00	\$ 53.76	\$ 1,397.76
	Aquatic Center Park	12	\$ 112.00	\$ 1,344.00	\$ -	\$ 1,344.00	\$ 53.76	\$ 1,397.76
9	(Under Development)							
	Tephford Park	12	\$ 168.00	\$ 2,016.00	\$ -	\$ 2,016.00	\$ 80.64	\$ 2,096.64
10	(St. Augustine)							
11	Waters Edge Park	12	\$ 168.00	\$ -	\$ 2,016.00	\$ 2,016.00	\$ 80.64	\$ 2,096.64
	Water View Park	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	(Bahia)							
13	Empty Lot Nob Hill just north of NW 67th Street	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal:				\$ 20,452.80	\$ 2,016.00	\$ 22,468.80	\$ 898.75	\$ 23,367.55

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - PARKS / LOTS - Chemical Pest Control

Line Item	Location	Annual Quantity	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
			Price Per Trim	Total	Total	Total		
1	Wildlife Park	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Mainlands Park	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sabal Palm Lot / NE Corner (Rock Island &	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Commercial Blvd)							
4	Pine Island / Commercial Blvd Lot / NE Corner	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Caporella Park	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
6	Sunset Park	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
7	Commons Park	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
8	Landings Park	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	Aquatic Center Park	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	(Under Development)							
	Tephford Park	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
10	(St. Augustine)							
11	Waters Edge Park	12	\$ 26.20		\$ 314.40	\$ 314.40	\$ 12.58	\$ 326.98
	Water View Park	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	(Bahia)							
13	Empty Lot Nob Hill just north of NW 67th Street	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal:				\$ 1,572.00	\$ 314.40	\$ 1,886.40	\$ 75.46	\$ 1,961.86

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - PARKS / LOTS - Turf Fertilizer

Line Item	Location	SQ FT	Yearly QTY	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
				Turf Fertilizer Cost	Total	Total	Total		
1 Wildlife Park		128924	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 Mainlands Park		807364	3	\$ 1,513.81	\$ 4,541.43	\$ -	\$ 4,541.43	\$ 181.66	\$ 4,723.09
3 Commercial Blvd)	Sabal Palm Lot / NE Corner (Rock Island & Pine Island / Commercial Blvd Lot / NE Corner	7500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 Pine Island / Commercial Blvd Lot / NE Corner		5000	3	\$ 9.38	\$ 28.14	\$ -	\$ 28.14	\$ 1.13	\$ 29.27
5 Caporella Park		130254	3	\$ 244.23	\$ 732.69	\$ -	\$ 732.69	\$ 29.31	\$ 762.00
6 Sunset Park		192355	3	\$ 360.67	\$ 1,082.01	\$ -	\$ 1,082.01	\$ 43.28	\$ 1,125.29
7 Commons Park		16111	3	\$ 30.21	\$ 90.63	\$ -	\$ 90.63	\$ 3.63	\$ 94.26
8 Landings Park		94618	3	\$ 177.41	\$ 532.23	\$ -	\$ 532.23	\$ 21.29	\$ 553.52
9 (Under Development)	Aquatic Center Park	83900	3	\$ 145.80	\$ 437.40	\$ -	\$ 437.40	\$ 17.50	\$ 454.90
10 (St. Augustine)	Tephford Park	200800	3	\$ 1,641.14	\$ 4,923.42	\$ -	\$ 4,923.42	\$ 196.94	\$ 5,120.36
11 Waters Edge Park		239580	3	\$ 449.21		\$ 1,347.63	\$ 1,347.63	\$ 53.91	\$ 1,401.54
12 (Bahia)	Water View Park	8000	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Empty Lot Nob Hill just north of NW 67th Street		84000	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal:					\$ 13,715.58	\$ 1,347.63	\$ 13,715.58	\$ 548.62	\$ 14,264.20

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - PARKS / LOTS - Shrub, Tree, Palm Fertilizer

<u>Line</u>		
<u>Item</u>	<u>Location</u>	<u>Annual Quantity</u>
1 Wildlife Park		0
2 Mainlands Park		2
3 Sabal Palm Lot / NE Corner (Rock Island & Commercial Blvd)		0
4 Pine Island / Commercial Blvd Lot / NE Corner		2
5 Caporella Park		2
6 Sunset Park		2
7 Commons Park		2
8 Landings Park		2
9 Aquatic Center Park (Under Development)		2
10 Tephford Park (St. Augustine)		2
11 Waters Edge Park		2
12 Water View Park (Bahia)		0
13 Empty Lot Nob Hill just north of NW 67th Street		0

SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
Shrub, Tree, Palm Fertilizer Cost	Total	Total	Total		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 900.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 72.00	\$ 1,872.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 22.50	\$ 45.00	\$ -	\$ 45.00	\$ 1.80	\$ 46.80
\$ 225.00	\$ 450.00	\$ -	\$ 450.00	\$ 18.00	\$ 468.00
\$ 225.00	\$ 450.00	\$ -	\$ 450.00	\$ 18.00	\$ 468.00
\$ 22.50	\$ 45.00	\$ -	\$ 45.00	\$ 1.80	\$ 46.80
\$ 45.00	\$ 90.00	\$ -	\$ 90.00	\$ 3.60	\$ 93.60
\$ 45.00	\$ 90.00	\$ -	\$ 90.00	\$ 3.60	\$ 93.60
\$ 675.00	\$ 1,350.00	\$ -	\$ 1,350.00	\$ 54.00	\$ 1,404.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 22.50	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal:		\$ 4,320.00	\$ - \$ 4,320.00	\$ 172.80	\$ 4,492.80

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19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - MEDIANS - Mowing

Line Item	Location	Mowing sq ft	Yearly cuts	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
				Price Per Cut	Total	Total	Total		
1	Commercial Boulevard (University to Prospect)	227395	28	\$ 672.00	\$ 18,816.00	\$ 840.00	\$ 19,656.00	\$ 786.24	\$ 20,442.24
	University Drive (Southgate Blvd to Commercial Blvd)	92100	28	\$ 266.00	\$ 7,448.00	\$ -	\$ 7,448.00	\$ 297.92	\$ 7,745.92
2									
3	Greenbriar (NW 75 Ave to NW 73 Terr)	20444	28	\$ 248.90	\$ 6,969.20	\$ -	\$ 6,969.20	\$ 278.77	\$ 7,247.97
	Woodmont Area (Incl: NW 78 Street- NW 81 Street - NW 82 Street- NW 80 Ave- NW 70 St-NW 75th St)	131000	28	\$ 366.80	\$ 10,270.40	\$ -	\$ 10,270.40	\$ 410.82	\$ 10,681.22
4									
5	Lagos de Campo (Pine Island to McNab Rd)	56000	28	\$ 144.10	\$ 4,034.80	\$ -	\$ 4,034.80	\$ 161.39	\$ 4,196.19
6	NW 84 Terrace (57 Street to Lagos de Campo)	20444	28	\$ 52.40	\$ 1,467.20	\$ -	\$ 1,467.20	\$ 58.69	\$ 1,525.89
	Pine Island Road (Southgate Blvd to Commercial Blvd)	71555	28	\$ 196.50	\$ 5,502.00	\$ -	\$ 5,502.00	\$ 220.08	\$ 5,722.08
7									
8	NW 77 Street (Pine Island Rd to Nob Hill Rd)	30666	28	\$ 78.60	\$ 2,200.80	\$ -	\$ 2,200.80	\$ 88.03	\$ 2,288.83
9	NW 81 Street (Pine Island Rd to Nob Hill)	40888	28	\$ 104.80	\$ 2,934.40	\$ 840.00	\$ 3,774.40	\$ 150.98	\$ 3,925.38
	NW 108 Terr/ 80 Street (McNab Road to Nob Hill Road)	148248	28	\$ 393.00	\$ 11,004.00	\$ -	\$ 11,004.00	\$ 440.16	\$ 11,444.16
10									
11	McNab Road (East City line to west end)	92000	28	\$ 248.90	\$ 6,969.20	\$ -	\$ 6,969.20	\$ 278.77	\$ 7,247.97
	NW 70 Avenue (McNab Rd to NW 57 Street incl: Brookwood Blvd)	81777	28	\$ 222.70	\$ 6,235.60	\$ -	\$ 6,235.60	\$ 249.42	\$ 6,485.02
12									
	Nob Hill Road (Southgate Blvd to Commercial Blvd)	81000	28	\$ 222.70	\$ 6,235.60	\$ -	\$ 6,235.60	\$ 249.42	\$ 6,485.02
13									
14	NW 94 Avenue (57 Street to NW 59 Ct)	10222	28	\$ 26.20	\$ 733.60	\$ -	\$ 733.60	\$ 29.34	\$ 762.94
	NW 57 Street (NW 94 Ave to Lime Bay; INCL NW 64 Ave)	110000	28	\$ 301.30	\$ 8,436.40	\$ -	\$ 8,436.40	\$ 337.46	\$ 8,773.86
15									
16	Southgate Boulevard (Univ Dr & FPL berm)	130000	28	\$ 353.70	\$ 9,903.60	\$ -	\$ 9,903.60	\$ 396.14	\$ 10,299.74
17	Bailey Road (81st Street to Rock Island)	90000	28	\$ 248.90	\$ 6,969.20	\$ -	\$ 6,969.20	\$ 278.77	\$ 7,247.97
	Woodlands North (Commercial Blvd to Bailey Rd)	40000	28	\$ 104.80	\$ 2,934.40	\$ -	\$ 2,934.40	\$ 117.38	\$ 3,051.78
18									
	Woodlands South (Commercial south to Poinciana)	5000	28	\$ 13.10	\$ 366.80	\$ -	\$ 366.80	\$ 14.67	\$ 381.47
19									
20	Sabal Palms (Rock Island Rd to Bailey Rd)	11000	28	\$ 301.30	\$ 8,436.40	\$ -	\$ 8,436.40	\$ 337.46	\$ 8,773.86
21	Rock Island Road (Bailey Rd to NW 44 Street)	67000	28	\$ 183.40	\$ 5,135.20	\$ 840.00	\$ 5,975.20	\$ 239.01	\$ 6,214.21
	Sago Palm Boulevard (Rock Island Rd to Bayberry Ln)	28000	28	\$ 78.60	\$ 2,200.80	\$ -	\$ 2,200.80	\$ 88.03	\$ 2,288.83
22									
	Mainlands Drive (Commercial Blvd to NW 47th St)	61000	28	\$ 170.30	\$ 4,768.40	\$ -	\$ 4,768.40	\$ 190.74	\$ 4,959.14
23									
24	Fire Station # 78 (4801 W Commerical)	22000	28	\$ 58.95	\$ 1,650.60	\$ -	\$ 1,650.60	\$ 66.02	\$ 1,716.62
	Boulevards : (incl: NW 55 54 & 53 St; Prospect Rd; NW 26 & 27 Ave NW 51 Street)	77000	28	\$ 209.60	\$ 5,868.80	\$ -	\$ 5,868.80	\$ 234.75	\$ 6,103.55
25									
26	Hiatus Road Commercial Blvd to McNab Rd)	65000	28	\$ 170.30	\$ 4,768.40	\$ -	\$ 4,768.40	\$ 190.74	\$ 4,959.14
27	Canal Crossings	19000	28	\$ 52.40	\$ 1,467.20	\$ 18,167.24	\$ 19,634.44	\$ 785.38	\$ 20,419.82
	Lift Stations: NW 108 Terr. (1) Rear of City Hall/BSO (1)	800	28	\$ 14.00	\$ 392.00	\$ -	\$ 392.00	\$ 15.68	\$ 407.68
28	NW 84 Terr. (1) Mainlands Dr. (1)								
29	Sands Point (Lagos De Campo to Roundabout)	3670	28	\$ 14.00	\$ 392.00	\$ -	\$ 392.00	\$ 15.68	\$ 407.68
Subtotal:				\$ 154,511.00		\$ 20,687.24	\$ 175,198.24	\$ 7,007.93	\$ 182,206.17

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - MEDIANS - Hedge Trimming

Line Item	Location	Yearly Trims	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
			Price Per Cut	Total	Total	Total		
1	Commercial Boulevard (University to Prospect)	12	\$ 1,348.00	\$ 16,176.00	\$ 1,440.00	\$ 17,616.00	\$ 704.64	\$ 18,320.64
	University Drive (Southgate Blvd to Commercial Blvd)	12	\$ 1,348.00	\$ 16,176.00	\$ -	\$ 16,176.00	\$ 647.04	\$ 16,823.04
2								
3	Greenbriar (NW 75 Ave to NW 73 Terr)	12	\$ 52.00	\$ 624.00	\$ -	\$ 624.00	\$ 24.96	\$ 648.96
	Woodmont Area (Incl: NW 78 Street- NW 81 Street - NW 82 Street- NW 80 Ave- NW 70 St-NW 75th St)	12	\$ 580.00	\$ 6,960.00	\$ -	\$ 6,960.00	\$ 278.40	\$ 7,238.40
4								
5	Lagos de Campo (Pine Island to McNab Rd)	12	\$ 150.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 72.00	\$ 1,872.00
6	NW 84 Terrace (57 Street to Lagos de Campo)	12	\$ 150.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 72.00	\$ 1,872.00
	Pine Island Road (Southgate Blvd to Commercial 7 Blvd)	12	\$ 468.00	\$ 5,616.00	\$ -	\$ 5,616.00	\$ 224.64	\$ 5,840.64
8	NW 77 Street (Pine Island Rd to Nob Hill Rd)	12	\$ 416.00	\$ 4,992.00	\$ -	\$ 4,992.00	\$ 199.68	\$ 5,191.68
9	NW 81 Street (Pine Island Rd to Nob Hill)	12	\$ 416.00	\$ 4,992.00	\$ -	\$ 4,992.00	\$ 199.68	\$ 5,191.68
	NW 108 Terr/ 80 Street (McNab Road to Nob Hill 10 Road)	12	\$ 520.00	\$ 6,240.00	\$ -	\$ 6,240.00	\$ 249.60	\$ 6,489.60
11	McNab Road (East City line to west end)	12	\$ 416.00	\$ 4,992.00	\$ -	\$ 4,992.00	\$ 199.68	\$ 5,191.68
	NW 70 Avenue (McNab Rd to NW 57 Street incl: 12 Brookwood Blvd)	12	\$ 416.00	\$ 4,992.00	\$ -	\$ 4,992.00	\$ 199.68	\$ 5,191.68
	Nob Hill Road (Southgate Blvd to Commercial Blvd)	12	\$ 416.00	\$ 4,992.00	\$ -	\$ 4,992.00	\$ 199.68	\$ 5,191.68
13								
14	NW 94 Avenue (57 Street to NW 59 Ct)	12	\$ 13.00	\$ 156.00	\$ -	\$ 156.00	\$ 6.24	\$ 162.24
	NW 57 Street (NW 94 Ave to Lime Bay; INCL NW 64 15 Ave)	12	\$ 520.00	\$ 6,240.00	\$ -	\$ 6,240.00	\$ 249.60	\$ 6,489.60
15.1	ADD-ON 57 Street 91st Ave to 94th Ave	12		\$ -	\$ 3,192.00	\$ 3,192.00	\$ 127.68	\$ 3,319.68
16	Southgate Boulevard (Univ Dr & FPL berm)	12	\$ 416.00	\$ 4,992.00	\$ -	\$ 4,992.00	\$ 199.68	\$ 5,191.68
17	Bailey Road (81st Street to Rock Island)	12	\$ 26.00	\$ 312.00	\$ -	\$ 312.00	\$ 12.48	\$ 324.48
	Woodlands North (Commercial Blvd to Bailey Rd)	12	\$ 416.00	\$ 4,992.00	\$ -	\$ 4,992.00	\$ 199.68	\$ 5,191.68
18								
	Woodlands South (Commercial south to Poinciana)	12	\$ 832.00	\$ 9,984.00	\$ -	\$ 9,984.00	\$ 399.36	\$ 10,383.36
19								
20	Sabal Palms (Rock Island Rd to Bailey Rd)	12	\$ 208.00	\$ 2,496.00	\$ -	\$ 2,496.00	\$ 99.84	\$ 2,595.84
21	Rock Island Road (Bailey Rd to NW 44 Street)	12	\$ 208.00	\$ 2,496.00	\$ 10,060.80	\$ 12,556.80	\$ 502.27	\$ 13,059.07
	Sago Palm Boulevard (Rock Island Rd to Bayberry Ln)	12	\$ 150.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 72.00	\$ 1,872.00
22								
	Mainlands Drive (Commercial Blvd to NW 47th St)	12	\$ 260.00	\$ 3,120.00	\$ -	\$ 3,120.00	\$ 124.80	\$ 3,244.80
23								
24	Fire Station # 78 (4801 W Commerical)	12	\$ 150.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 72.00	\$ 1,872.00
	Boulevards: (incl: NW 55 54 & 53 St; Prospect Rd; 25 NW 26 & 27 Ave NW 51 Street)	12	\$ 580.00	\$ 6,960.00	\$ -	\$ 6,960.00	\$ 278.40	\$ 7,238.40
26	Hiatus Road Commercial Blvd to McNab Rd)	12	\$ 26.00	\$ 312.00	\$ -	\$ 312.00	\$ 12.48	\$ 324.48
27	Canal Crossings	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Lift Stations: NW 108 Terr. (1) Rear of City Hall/BSO (1)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	NW 84 Terr. (1) Mainlands Dr. (1)							
29	Sands Point (Lagos De Campo to Roundabout)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
Subtotal:			\$ 126,326.40		\$ 14,692.80	\$ 141,019.20	\$ 5,640.77	\$ 146,659.97

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - MEDIANS - Chemical Pest Control

Line Item	Location	Annual Qty	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
			IPM Per Location	Total	Total	Total		
1	Commercial Boulevard (University to Prospect)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	University Drive (Southgate Blvd to Commercial Blvd)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
2								
3	Greenbriar (NW 75 Ave to NW 73 Terr)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	Woodmont Area (Incl: NW 78 Street- NW 81 Street - NW 82 Street- NW 80 Ave- NW 70 St-NW 75th St)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
4								
5	Lagos de Campo (Pine Island to McNab Rd)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
6	NW 84 Terrace (57 Street to Lagos de Campo)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	Pine Island Road (Southgate Blvd to Commercial 7 Blvd)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
8	NW 77 Street (Pine Island Rd to Nob Hill Rd)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
9	NW 81 Street (Pine Island Rd to Nob Hill)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	NW 108 Terr/ 80 Street (McNab Road to Nob Hill 10 Road)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
11	McNab Road (East City line to west end)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	NW 70 Avenue (McNab Rd to NW 57 Street incl: 12 Brookwood Blvd)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	Nob Hill Road (Southgate Blvd to Commercial Blvd)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
13								
14	NW 94 Avenue (57 Street to NW 59 Ct)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	NW 57 Street (NW 94 Ave to Lime Bay; INCL NW 64 15 Ave)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
16	Southgate Boulevard (Univ Dr & FPL berm)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
17	Bailey Road (81st Street to Rock Island)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	Woodlands North (Commercial Blvd to Bailey Rd)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
18								
	Woodlands South (Commercial south to Poinciana)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
19								
20	Sabal Palms (Rock Island Rd to Bailey Rd)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
21	Rock Island Road (Bailey Rd to NW 44 Street)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	Sago Palm Boulevard (Rock Island Rd to Bayberry Ln)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22								
	Mainlands Drive (Commercial Blvd to NW 47th St)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
23								
24	Fire Station # 78 (4801 W Commerical)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
	Boulevards: (incl: NW 55 54 & 53 St; Prospect Rd; 25 NW 26 & 27 Ave NW 51 Street)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
26	Hiatus Road Commercial Blvd to McNab Rd)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
27	Canal Crossings	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Lift Stations: NW 108 Terr. (1) Rear of City Hall/BSO (1)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	NW 84 Terr. (1) Mainlands Dr. (1)							
29	Sands Point (Lagos De Campo to Roundabout)	12	\$ 26.20	\$ 314.40	\$ -	\$ 314.40	\$ 12.58	\$ 326.98
Subtotal:			\$ 8,174.40		\$ -	\$ 8,174.40	\$ 326.98	\$ 8,501.38

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - MEDIANS - Turf Fertilizer

Line Item	Location	SQ FT	Yearly QTY
1	Commercial Boulevard (University to Prospect)	227395	3
	University Drive (Southgate Blvd to Commercial Blvd)	92100	3
2			
3	Greenbriar (NW 75 Ave to NW 73 Terr)	20444	3
	Woodmont Area (Incl: NW 78 Street- NW 81 Street - NW 82 Street- NW 80 Ave- NW 70 St-NW 75th St)	131000	3
4			
5	Lagos de Campo (Pine Island to McNab Rd)	56000	3
6	NW 84 Terrace (57 Street to Lagos de Campo)	20444	3
	Pine Island Road (Southgate Blvd to Commercial 7 Blvd)	71555	3
8	NW 77 Street (Pine Island Rd to Nob Hill Rd)	30666	3
9	NW 81 Street (Pine Island Rd to Nob Hill)	40888	3
	NW 108 Terr/ 80 Street (McNab Road to Nob Hill 10 Road)	148248	3
11	McNab Road (East City line to west end)	92000	3
	NW 70 Avenue (McNab Rd to NW 57 Street incl: 12 Brookwood Blvd)	81777	3
	Nob Hill Road (Southgate Blvd to Commercial Blvd)	81000	3
13			
14	NW 94 Avenue (57 Street to NW 59 Ct)	10222	3
	NW 57 Street (NW 94 Ave to Lime Bay; INCL NW 64 15 Ave)	110000	3
16	Southgate Boulevard (Univ Dr & FPL berm)	130000	3
17	Bailey Road (81st Street to Rock Island)	90000	3
	Woodlands North (Commercial Blvd to Bailey Rd)	40000	3
18			
	Woodlands South (Commercial south to Poinciana)	5000	3
19			
20	Sabal Palms (Rock Island Rd to Bailey Rd)	11000	3
21	Rock Island Road (Bailey Rd to NW 44 Street)	67000	3
	Sago Palm Boulevard (Rock Island Rd to Bayberry Ln)	28000	3
22			
	Mainlands Drive (Commercial Blvd to NW 47th St)	61000	3
23			
24	Fire Station # 78 (4801 W Commerical)	22000	3
	Boulevards : (incl: NW 55 54 & 53 St; Prospect Rd; 25 NW 26 & 27 Ave NW 51 Street)	77000	3
26	Hiatus Road Commercial Blvd to McNab Rd)	65000	3
27	Canal Crossings	19000	0
	Lift Stations: NW 108 Terr. (1) Rear of City Hall/BSO (1)	800	0
28	NW 84 Terr. (1) Mainlands Dr. (1)		
29	Sands Point (Lagos De Campo to Roundabout)	3670	3

Subtotal:

SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
Turf Fertilizer Cost	Total	Total	Total		
\$ 567.50	\$ 1,702.50	\$ -	\$ 1,702.50	\$ 68.10	\$ 1,770.60
\$ 230.00	\$ 690.00	\$ -	\$ 690.00	\$ 27.60	\$ 717.60
\$ 51.11	\$ 153.33	\$ -	\$ 153.33	\$ 6.13	\$ 159.46
\$ 327.50	\$ 982.50	\$ -	\$ 982.50	\$ 39.30	\$ 1,021.80
\$ 140.00	\$ 420.00	\$ -	\$ 420.00	\$ 16.80	\$ 436.80
\$ 51.11	\$ 153.33	\$ -	\$ 153.33	\$ 6.13	\$ 159.46
\$ 178.89	\$ 536.67	\$ -	\$ 536.67	\$ 21.47	\$ 558.14
\$ 76.67	\$ 230.01	\$ -	\$ 230.01	\$ 9.20	\$ 239.21
\$ 102.22	\$ 306.66	\$ -	\$ 306.66	\$ 12.27	\$ 318.93
\$ 370.62	\$ 1,111.86	\$ -	\$ 1,111.86	\$ 44.47	\$ 1,156.33
\$ 230.00	\$ 690.00	\$ -	\$ 690.00	\$ 27.60	\$ 717.60
\$ 204.44	\$ 613.32	\$ -	\$ 613.32	\$ 24.53	\$ 637.85
\$ 202.50	\$ 607.50	\$ -	\$ 607.50	\$ 24.30	\$ 631.80
\$ 25.56	\$ 76.68	\$ -	\$ 76.68	\$ 3.07	\$ 79.75
\$ 275.00	\$ 825.00	\$ -	\$ 825.00	\$ 33.00	\$ 858.00
\$ 325.00	\$ 975.00	\$ -	\$ 975.00	\$ 39.00	\$ 1,014.00
\$ 225.00	\$ 675.00	\$ -	\$ 675.00	\$ 27.00	\$ 702.00
\$ 100.00	\$ 300.00	\$ -	\$ 300.00	\$ 12.00	\$ 312.00
\$ 12.50	\$ 37.50	\$ -	\$ 37.50	\$ 1.50	\$ 39.00
\$ 275.00	\$ 825.00	\$ -	\$ 825.00	\$ 33.00	\$ 858.00
\$ 167.50	\$ 502.50	\$ -	\$ 502.50	\$ 20.10	\$ 522.60
\$ 76.67	\$ 230.01	\$ -	\$ 230.01	\$ 9.20	\$ 239.21
\$ 152.50	\$ 457.50	\$ -	\$ 457.50	\$ 18.30	\$ 475.80
\$ 55.00	\$ 165.00	\$ -	\$ 165.00	\$ 6.60	\$ 171.60
\$ 192.50	\$ 577.50	\$ -	\$ 577.50	\$ 23.10	\$ 600.60
\$ 162.50	\$ 487.50	\$ -	\$ 487.50	\$ 19.50	\$ 507.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 25.26	\$ 75.78	\$ -	\$ 75.78	\$ 3.03	\$ 78.81
\$ 14,407.65		\$ -	\$ 14,407.65	\$ 576.31	\$ 14,983.96

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - MEDIANS - Shrub, Tree, Palm Fertilizer

Line Item	Location	Yearly QTY	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
			Shrub, Tree, Palm Fertilizer Cost	Total	Total	Total		
1	Commercial Boulevard (University to Prospect)	2	\$ 1,950.00	\$ 3,900.00	\$ -	\$ 3,900.00	\$ 156.00	\$ 4,056.00
	University Drive (Southgate Blvd to Commercial Blvd)	2	\$ 920.00	\$ 1,840.00	\$ -	\$ 1,840.00	\$ 73.60	\$ 1,913.60
2								
3	Greenbriar (NW 75 Ave to NW 73 Terr)	2	\$ 204.44	\$ 408.88	\$ -	\$ 408.88	\$ 16.36	\$ 425.24
	Woodmont Area (Incl: NW 78 Street- NW 81 Street - NW 82 Street- NW 80 Ave- NW 70 St-NW 75th St)	2	\$ 1,310.00	\$ 2,620.00	\$ -	\$ 2,620.00	\$ 104.80	\$ 2,724.80
4								
5	Lagos de Campo (Pine Island to McNab Rd)	2	\$ 560.00	\$ 1,120.00	\$ -	\$ 1,120.00	\$ 44.80	\$ 1,164.80
6	NW 84 Terrace (57 Street to Lagos de Campo)	2	\$ 204.44	\$ 408.88	\$ -	\$ 408.88	\$ 16.36	\$ 425.24
	Pine Island Road (Southgate Blvd to Commercial	2	\$ 715.55	\$ 1,431.10	\$ -	\$ 1,431.10	\$ 57.24	\$ 1,488.34
7	Blvd)							
8	NW 77 Street (Pine Island Rd to Nob Hill Rd)	2	\$ 306.66	\$ 613.32	\$ -	\$ 613.32	\$ 24.53	\$ 637.85
9	NW 81 Street (Pine Island Rd to Nob Hill)	2	\$ 408.88	\$ 817.76	\$ -	\$ 817.76	\$ 32.71	\$ 850.47
	NW 108 Terr/ 80 Street (McNab Road to Nob Hill	2	\$ 1,482.48	\$ 2,964.96	\$ -	\$ 2,964.96	\$ 118.60	\$ 3,083.56
10	Road)							
11	McNab Road (East City line to west end)	2	\$ 920.00	\$ 1,840.00	\$ -	\$ 1,840.00	\$ 73.60	\$ 1,913.60
	NW 70 Avenue (McNab Rd to NW 57 Street incl:	2	\$ 817.77	\$ 1,635.54	\$ -	\$ 1,635.54	\$ 65.42	\$ 1,700.96
12	Brookwood Blvd)							
	Nob Hill Road (Southgate Blvd to Commercial Blvd)	2	\$ 810.00	\$ 1,620.00	\$ -	\$ 1,620.00	\$ 64.80	\$ 1,684.80
13								
14	NW 94 Avenue (57 Street to NW 59 Ct)	2	\$ 102.22	\$ 204.44	\$ -	\$ 204.44	\$ 8.18	\$ 212.62
	NW 57 Street (NW 94 Ave to Lime Bay; INCL NW 64	2	\$ 1,100.00	\$ 2,200.00	\$ -	\$ 2,200.00	\$ 88.00	\$ 2,288.00
15	Ave)							
16	Southgate Boulevard (Univ Dr & FPL berm)	2	\$ 1,300.00	\$ 2,600.00	\$ -	\$ 2,600.00	\$ 104.00	\$ 2,704.00
17	Bailey Road (81st Street to Rock Island)	2	\$ 900.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 72.00	\$ 1,872.00
	Woodlands North (Commercial Blvd to Bailey Rd)	2	\$ 400.00	\$ 800.00	\$ -	\$ 800.00	\$ 32.00	\$ 832.00
18								
	Woodlands South (Commercial south to Poinciana)	2	\$ 50.00	\$ 100.00	\$ -	\$ 100.00	\$ 4.00	\$ 104.00
19								
20	Sabal Palms (Rock Island Rd to Bailey Rd)	2	\$ 1,100.00	\$ 2,200.00	\$ -	\$ 2,200.00	\$ 88.00	\$ 2,288.00
21	Rock Island Road (Bailey Rd to NW 44 Street)	2	\$ 670.00	\$ 1,340.00	\$ -	\$ 1,340.00	\$ 53.60	\$ 1,393.60
	Sago Palm Boulevard (Rock Island Rd to Bayberry Ln)	2	\$ 150.00	\$ 300.00	\$ -	\$ 300.00	\$ 12.00	\$ 312.00
22								
	Mainlands Drive (Commercial Blvd to NW 47th St)	2	\$ 610.00	\$ 1,220.00	\$ -	\$ 1,220.00	\$ 48.80	\$ 1,268.80
23								
24	Fire Station # 78 (4801 W Commerical)	2	\$ 220.00	\$ 440.00	\$ -	\$ 440.00	\$ 17.60	\$ 457.60
	Boulevards : (incl: NW 55 54 & 53 St; Prospect Rd;	2	\$ 770.00	\$ 1,540.00	\$ -	\$ 1,540.00	\$ 61.60	\$ 1,601.60
25	NW 26 & 27 Ave NW 51 Street)							
26	Hiatus Road Commercial Blvd to McNab Rd)	2	\$ 650.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 52.00	\$ 1,352.00
27	Canal Crossings	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Lift Stations: NW 108 Terr. (1) Rear of City Hall/BSO	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	(1)							
29	Sands Point (Lagos De Campo to Roundabout)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal:			\$ 37,264.88		\$ -	\$ 37,264.88	\$ 1,490.60	\$ 38,755.48

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - BUFFER WALL / ROW - Mowing

						SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
Line Item	Location	Mowing sq ft	adj sq ft	Cost / sq ft	Yearly cuts	Price Per Cut	Total	Total	Total		
1	NW 64 AVE Wall (NW 57 ST North to Canal)	4300	12,900	0.006093023	28	\$ 26.20	\$ 733.60	\$ 1,467.20	\$ 2,200.80	\$ 88.03	\$ 2,288.83
2	NW 57 ST Wall (NW 64 Ave West To Plaza)	65325	104,520	0.002005358	28	\$ 131.00	\$ 3,668.00	\$ 2,200.80	\$ 5,868.80	\$ 234.75	\$ 6,103.55
3	NW 57 ST Wall (NW 81 Ave Canal West to Plaza)	25160	41,933	0.003124006	28	\$ 78.60	\$ 2,200.80	\$ 1,467.20	\$ 3,668.00	\$ 146.72	\$ 3,814.72
	McNab Rd Wall (NW 89 Ave Canal to Nob Hill Rd)	32860	57,505	0.003189288	28	\$ 104.80	\$ 2,934.40	\$ 2,200.80	\$ 5,135.20	\$ 205.41	\$ 5,340.61
4											
5	McNab Rd Wall (Nob Hill Rd To NW 108 Ter.)	39900	63,840	0.003283208	28	\$ 131.00	\$ 3,668.00	\$ 2,200.80	\$ 5,868.80	\$ 234.75	\$ 6,103.55
	Commercial Boulevard Wall (Prospect Rd to 31st Ave)	15825	23,738	0.003311216	28	\$ 52.40	\$ 1,467.20	\$ 733.60	\$ 2,200.80	\$ 88.03	\$ 2,288.83
6											
	NW 64th Ave Retention Area (South of Commercial Blvd)	59700	81,874	0.002194305	24	\$ 131.00	\$ 3,144.00	\$ 1,886.40	\$ 5,030.40	\$ 201.22	\$ 5,231.62
7	(Bahia)										
8	Prospect Road Swale (Wildlife to NW 15th Ave)	9300	-	0.005634409	28	\$ 52.40	\$ 1,467.20	\$ (1,467.20)	\$ -	\$ -	\$ -
9	NEW SITE Commercial Blvd 64th to Woodlands				28			\$ 17,256.96	\$ 17,256.96	\$ 690.28	\$ 17,947.24
Subtotal:						\$ 19,283.20		\$27,946.56	\$ 47,229.76	\$ 1,889.19	\$ 49,118.95

19-29B - Citywide Landscaping Maintenance - Quote Form - LANDSCAPE MAINTENANCE - BUSH HOG - Mowing

Line Item	Location	Mowing sq ft	Yearly cuts	SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
				Price Per Cut	Total	Total	Total		
1	Southgate Blvd Berm (BUSH HOG)	80000	12	\$ 64.28	\$ 771.36	\$ 314.40	\$ 1,085.76	\$ 43.43	\$ 1,129.19
2	Public Safety Lot	88000	12	\$ 70.71	\$ 848.52	\$ 314.40	\$ 1,162.92	\$ 46.52	\$ 1,209.44
	57th Street Empty Lot (Adjacent to Bedding Barn)	30500	12	\$ 24.51	\$ 294.12	\$ 314.40	\$ 608.52	\$ 24.34	\$ 632.86
3									
	48th Avenue Lot (Empty lot in Central Parc	348060	12	\$ 279.66	\$ 3,355.92	\$ 628.80	\$ 3,984.72	\$ 159.39	\$ 4,144.11
4	Development)								
5	108th Terrace Empty Lot west side	66471	12	\$ 53.41	\$ 640.92	\$ 314.40	\$ 955.32	\$ 38.21	\$ 993.53
	Public Services Lot (Nob Hill & State St - NE Corner)	435646	12	\$ 350.04	\$ 4,200.48	\$ 943.20	\$ 5,143.68	\$ 205.75	\$ 5,349.43
6									
	Southgate Boulevard (Under powerlines / Nob Hill	638341	12	\$ 512.90	\$ 6,154.80	\$ 1,257.60	\$ 7,412.40	\$ 296.50	\$ 7,708.90
7	to Pine Island)								
	Southgate Boulevard (Under powerlines / Pine	684618	12	\$ 521.16	\$ 6,253.92	\$ 1,257.60	\$ 7,511.52	\$ 300.46	\$ 7,811.98
8	Island to University)								
	Southgate Boulevard (University to Property Line	397853	12	\$ 319.67	\$ 3,836.04	\$ 943.20	\$ 4,779.24	\$ 191.17	\$ 4,970.41
9	including C-14 Bank)								
10	Tephford Park (Bahia Area)	674475	12	\$ 521.16	\$ 6,253.92	\$ 1,257.60	\$ 7,511.52	\$ 300.46	\$ 7,811.98
Subtotal:					\$ 32,610.00	\$7,545.60	\$40,155.60	\$ 1,606.22	\$ 41,761.82

19-29B - Citywide Landscaping Maintenance - Quote Form - OPTIONAL SERVICES

Line Item	Service Requested	Unit of Measure	QTY
1	Lot Clearing Services	SQ FT	1
2	Plant Removal	EA	1
3	Plant Installation (Includes planting of 3 gallon plants and care until established. Typical plants include Trinette Green Island Ficus and Plumbago.)	EA	1
4	Sod Installation (Includes necessary prep work installation and care until established. Typical sod includes Bahia and Saint Augustine.)	SQ FT	1
5	Sod Removal (Includes removal and disposal of sod)	SQ FT	1
6	Palm and Tree Removal for trees up to but less than 25' tall (including removal and disposal)	EA	1
7	Palm and Tree Removal for trees 25' tall or taller (including removal and disposal)	EA	1
8	Mulch by the Cubic Yard	Cubic Yard	1

SFM Services, Inc. Bid 19-29B		Increased Areas	ADJUSTED COST	CIP MAX Increase	TOTAL ADJUSTED COST Increase / CPI
Price Per Service	Total	Total	Total		
\$ 0.05	\$ 0.05	\$ -	\$ 0.05	\$ 0.00	\$ 0.05
\$ 4.50	\$ 4.50	\$ -	\$ 4.50	\$ 0.18	\$ 4.68
\$ 12.00	\$ 12.00	\$ -	\$ 12.00	\$ 0.48	\$ 12.48
\$ 0.85	\$ 0.85	\$ -	\$ 0.85	\$ 0.03	\$ 0.88
\$ 0.30	\$ 0.30	\$ -	\$ 0.30	\$ 0.01	\$ 0.31
\$ 350.00	\$ 350.00	\$ -	\$ 350.00	\$ 14.00	\$ 364.00
\$ 550.00	\$ 550.00	\$ -	\$ 550.00	\$ 22.00	\$ 572.00
\$ 45.00	\$ 45.00	\$ -	\$ 45.00	\$ 1.80	\$ 46.80
		\$0.00	\$ 962.70	\$ 38.51	\$ 1,001.21



June 29, 2021

Troy Gies
City of Tamarac
7525 NW 88th Ave.
Tamarac, FL. 33321

Subject: Agreement 19-29B Citywide Landscaping Maintenance

Dear Mr. Gies:

Per Bid No 19-29B, the contract specifically allows for an annual adjustment (increase or decrease) equal to the percentage change to the Miami Urban CPI Index for the 12-month period ending the previous June, which is June 30, 2021 for the current contract term. The maximum increase is 4% for any 12 month period. Based the latest numbers available, the CPI Index is estimated to be at or above 4%. Therefore, we are asking for approval of an adjustment not to exceed 4%, calculated in the above stated manner; and the change would take effect on October 1, 2021.

Please let us know if this is approved and as of what date so we can adjust the billing. If you have any questions I can be reached directly at 305.525.9442.

Sincerely,

Christian Infante

Christian Infante
President



Title - TR13633 - Appointing the 5th Member of the Firefighters Pension Board

A Resolution of the City Commission of the City of Tamarac, Florida, confirming the appointment of Pete Prior as the 5th Trustee of the Firefighters Pension Board to serve a four-year-term ending May 19, 2025; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR13633 - Appointing the 5th Member to the Firefighters Pension Board Memo	6/21/2021	Cover Memo
TR13633 - Appointing the 5th Member to the Firefighters Pension Board	6/16/2021	Resolution
05192021 Draft FF Pension Board Minutes	6/16/2021	Backup Material
R-2019-110	6/21/2021	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK'S OFFICE**

**TO: Michael C. Cernech,
City Manager**

DATE: June 21, 2021

**FROM: Jennifer Johnson, CMC
City Clerk**

**RE: TR13633 – Appointing the Fifth
Member to the Firefighters
Pension Board**

RECOMMENDATION:

I am requesting TR13633 – Appointing the fifth member trustee to the Firefighters Pension Board be placed on the July 14, 2021, Commission agenda for consideration.

ISSUE:

During the May 19, 2021, Police Pension Board meeting, the members present voted and approved to appoint Pete Prior as the fifth member trustee of the Firefighters Pension Board to a four-year-term ending May 19, 2025.

In accordance with Sec. 16-331 of the Tamarac Code of Ordinances, the fifth member trustee of the Firefighters Pension Board is selected by remaining four trustees, and the appointment is confirmed ministerially by the City Commission.

BACKGROUND:

The City Commission confirmed Pete Prior as the fifth member trustee, to serve the remainder of a four-year-term, by Resolution R-2019-110 on October 23, 2019. Mr. Prior's term subsequently expired March 13, 2021, and has remained on the board until new appointments are made.

DIVISION 2. - BOARD OF TRUSTEES

Sec. 16-331. - Members.

(a) The plan shall be administered by five (5) trustees, as follows:

(1) Two trustees, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission.

(2) Two trustees shall be full-time firefighters, as defined in section 175.032(8)(a), F.S., or retired firefighters, receiving benefits hereunder, if no active firefighter is willing or available to serve as trustee, who shall be elected by a majority of the active firefighters who are participants of the plan.

(3) One (1) trustee shall be selected by the other four trustees as provided for herein, and shall be appointed, as a ministerial act, by the city commission.

- (4) Each trustee may succeed himself or herself in office and may also serve on other city boards including the police officer and/or the general employee pension plans.
- (b) Appointed resident trustees shall serve terms of four (4) years, unless sooner replaced by the city commission at whose pleasure resident trustees shall serve.
- (c) Elected trustees shall serve terms of four (4) years, unless the trustee sooner leaves firefighter employment of the city. The city clerk shall conduct the elections by secret ballot prior to the expiration of a trustee's expiring term.
- (d) The fifth member shall have the same rights as each of the other four members appointed or elected as herein provided, and shall serve a term of four (4) years.
- (e) A vacancy shall occur whenever: a trustee resigns; in the case of an appointed resident trustee, as per subsection (b) herein, is removed by the city commission; is no longer eligible or qualified to serve as a trustee; dies or becomes incapacitated.
- (1) A vacancy in the office of an appointed resident trustee shall be filled by an appointment by the city commission to serve a new four (4) year term.
- (2) A vacancy in the office of an elected trustee shall be filled by an election in the same manner as an original trustee was elected to serve a new four (4) year term.
- (3) A vacancy in the office of the trustee selected by the other four trustees shall be filled in the same manner as the original trustee was selected to serve a new four (4) year term.
- (f) A firefighter who has started participation in the DROP after the date on which he/she began a term as a trustee shall be entitled to complete that full term. A firefighter who has started participation in the DROP for purposes of this section shall be considered to be retired.

FISCAL IMPACT:

No fiscal impact to the City.

District

ATTACHMENT(S)

05192021 Draft Firefighters Pension Board Minutes
R-2019-110

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 -

A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF TAMARAC, FLORIDA,
CONFIRMING APPOINTMENT OF PETE PRIOR
AS 5TH TRUSTEE OF THE FIREFIGHTERS
PENSION BOARD TO SERVE A FOUR-YEAR
TERM ENDING MAY 19, 2025; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 16, Division 1, Section 16-331 of the Tamarac Code
of Ordinances provides for members of the Firefighters Pension Board ; and

WHEREAS, the Firefighter Pension Board consists of five trustees, the fifth
trustee to be appointed by the remaining four trustees; and

WHEREAS, Pete Prior was appointed by the remaining four trustees of the
Firefighters Pension Board to serve as the fifth member to the board ; 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
confirm the appointment of Pete Prior as the Fifth Member to the Firefighters
Pension Board appointed by the remaining four trustees and to serve a four-year-
term ending May 19, 2025.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and
confirmed as being true and correct and are hereby made a specific part of this

Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: Pursuant to Section 16-331 of the Tamarac Code of Ordinances, the appointment of the following individual as the Fifth Member Trustee of the Firefighters Pension Board to complete a four-year-term expiring May 19, 2025, or until such time as new appointments are made, hereby confirms

PETE PRIOR

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 adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

Michelle J. Gomez
MAYOR

ATTEST:

Jennifer Johnson, CMC

CITY CLERK

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

John R. Herin, Jr.
CITY ATTORNEY

CITY OF TAMARAC FIREFIGHTERS' PENSION TRUST FUND

BOARD OF TRUSTEES REGULAR MEETING

May 19, 2021

The regular meeting of the Board of Trustees of the City of Tamarac Firefighters' Pension Trust Fund was held on May 19, 2021 at 9:05 am in Conference Room 105 at City Hall.

Item I. Call to Order

Trustee Korte called the meeting to order at 9:06 am and the business of the Trust was transacted in the following order.

Item II. Roll Call

Roll call was completed. Those in attendance were as follows:

Trustees:

Steven Korte
Omar Jirau
Brian Neff
Peter Prior

Others Present:

Pedro Herrera, Sugarman & Susskind (Online via Teams)
Scott Owens, Graystone Consulting (Online via Teams)
Chuck Carr, Southern Actuarial Services (Online via Teams)
Anil Harris, RSM Senior Manager (Financial Auditor)
Patricia White, City of Tamarac
Joshua Appelt, City of Tamarac
Lorenzo Calhoun, City of Tamarac
Nora Carles, City of Tamarac
Luis Bartlett-Narvaez, City of Tamarac

Absent:

James Hayes, Jr.

Item III. Public Comments

Mr. Lorenzo Calhoun, Human Resources Director, introduced to the board Mrs. Patricia White as the new Assistant Financial Services Director.

Item IV. Minutes

The Board of Trustees reviewed the minutes of the February 17, 2021 regular meeting of the Board of Trustees. Trustee Neff asked Mr. Appelt whether it was necessary to sign-off on the minutes via Adobe Sign, and Mr. Appelt clarified that the Adobe Sign Request was not intended to supplement the current process but to simply allow the trustees to review the minutes prior to in-person approval at the meeting.

Trustee Korte made the MOTION, SECONDED by Trustee Jirau to approve the February 17, 2021 regular meeting minutes as presented. MOTION PASSED UNANIMOUSLY.

Item V. Plan Presentations

a) City of Tamarac Financial Services, Comprehensive Annual Financial Report (CAFR)

The Board welcomed Mrs. Patricia White to the meeting who provided a quick general overview about the meaning of the Comprehensive Financial Report for those members who were not familiar with said report. Also, Mrs. White introduced Anil Harris, RSM Senior Manager, which is the firm the City uses to audit their financial statements. Mrs. White pointed out the following key points:

- Statement of Fiduciary Net Position as of September 30, 2020**

CITY OF TAMARAC, FLORIDA STATEMENT OF FIDUCIARY NET POSITION FIDUCIARY FUNDS September 30, 2020			
		Pension Trust Funds	Agency Funds
ASSETS			
Cash and cash equivalents		\$ 11,953,329	\$ 2,114,450
Receivables:			
Accounts receivable		-	\$17,178
Contributions receivable		30,218	-
Total receivables		60,436	\$17,178
Investments, at fair value :			
Common stock	109,139,604		
Government securities	13,692,512		
Corporate bonds	20,505,700		
Limited liability partnership	1,066,372		
Mutual funds	95,439,565	239,843,753	-
Total assets		251,827,300	\$ 2,931,628
LIABILITIES			
Accounts payable		249,376	\$ 2,931,628
Total liabilities		249,376	\$ 2,931,628
Net position restricted for pension and other purposes		\$ 251,577,924	

In this portion of the financial report, Mrs. White explained that the combined financial statements for all pension plans ended in \$251,577,924 which is almost a \$24,000,000 increase from the September 30, 2019 acquisition of \$227,000,000.

- Mrs. White pointed out the summary of Fair Value of pension investments by investment type and credit quality as follows:**

Firefighters' Pension Trust Fund

The Firefighters' Pension Trust Fund's (the Plan) investments in debt type securities mature as follows:

Investment type	Investment Maturities (in Years)				
	Fair value	Less than 1	1 to 5	6 to 10	More than 10
US Treasuries	\$ 706,997	\$ -	\$ -	\$ 706,997	\$ -
US Agencies	11,452,302	-	11,452,302	-	-
Agency MBS	398,622	-	398,622	-	-
Corporates	11,210,579	2,027,572	1,017,037	5,975,855	2,190,115
Total	\$ 23,768,500	\$ 2,027,572	\$ 12,867,961	\$ 6,682,852	\$ 2,190,115

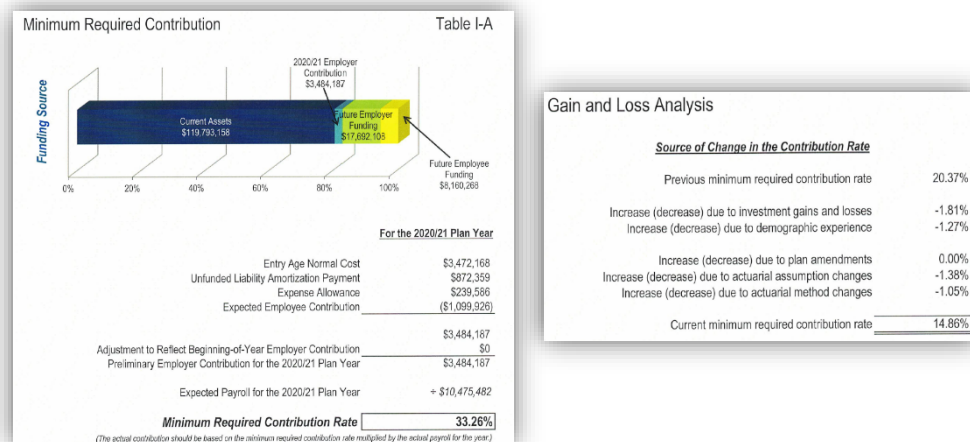
Mrs. White introduced Mr. Anil Harris to the meeting who explained that their audit report is an unmodified opinion report completed under government auditing standards. Mr. Harris confirmed that their audit did not identify anything significantly unusual that required the board's attention. However, he suggested to pay close attention to the discount rates as the market is seeing the rates trending down. Mr. Harris also talked about the importance of having the proper discount rate as the higher the rate, the lower the liability from the City to the plan.

Mr. Neff asked if there was a recommended discount rate, for which Mr. Harris responded that typically municipal plans are currently in the six (6) to seven (7) percent range. He also stated that anything over 8% is unreasonable.

Trustee Prior made the MOTION, SECONDED by Trustee Jirau to approve the financial statements report as presented. MOTION PASSED UNANIMOUSLY.

b) Southern Actuarial Services, Annual Actuarial Valuation Report

The board welcomed Mr. Chuck Carr to the meeting who presented the results of the October 1, 2020 actuarial valuation and provided a summary of the funded status of the plan. It was also established that the minimum required contribution rate is 14.86% of covered payroll. The table bellows shows the development of the minimum required contribution for the 2020-21 plan year:



Mr. Carr shared with the board that since the completion of the previous valuation, one assumption and one method have been changed as follows:

1. The mortality basis changed from the RP-2000 Blue Collar Mortality Table to PUB-2010 with generational improvements in mortality investment gains and losses.
2. The actuarial value of assets was changed from the market value adjusted to reflect a three-year phase-in of the net investment gain and losses to the market value adjusted to reflect a three-year phase-in of the unexpected investment gains and losses.

Trustee Prior made the MOTION, SECONDED by Trustee Jirau to approve the actuarial valuation as presented. MOTION PASSED UNANIMOUSLY.

Also, Mr. Herrera recommended to make a motion to approve the rate of return as 7%.

Trustee Jirau made the MOTION, SECONDED by Trustee Neff to approve the Rate of Return to be 7%. MOTION PASSED UNANIMOUSLY.

c) Graystone Consulting, Quarterly Performance Summary as of March 31, 2021

The board welcomed Mr. Scott Owens to the meeting who started the presentation by stating that most of the investments the plan has made over the years are positively performing. Also, Mr. Owens shared with the board that the plan is funded by 115%, which are phenomenal news to the plan performance.

Mr. Owens welcomed Mr. Andy Mcilvaine, who provided the board with a quick overview about the market and the economy. Mr. Mcilvaine explained that with the new COVID Vaccine being rolled out, employment levels declining rapidly, and retail recovering, the market is expected to fully recover. Mr. Owens joined the conversation and discussed the quarter's market refund in detail, the net performance for each manager relative to the corresponding benchmark, the asset breakdown percentages, fund inception date, and the total fund for each manager.

Item VI. Administrative Manager's Report

a) Consent Agenda – Authorization to Pay Invoices:

Mr. Appelt presented the "Authorization to Pay invoices" and supporting documentation to ratify recurring expense invoices totaling \$211,738.51 summarized in the table below:

Pension Plan	Post Date	Vendor Name	Invoice Amount	Period	Invoice Tracking
FIRE	1/21/2021	FPPTA Membership	\$ 620.00	1/1/2021	PAID/RATIFY
FIRE	3/10/2021	SAS Actuarial	\$ 125.00	1/1/2021	PAID/RATIFY
FIRE	3/16/2021	Federated Hermes Fund	\$ 11,814.77	Q3-20	PAID/RATIFY
FIRE	3/16/2021	Sugarman/Susskind	\$ 2,100.00	11/1/2020	PAID/RATIFY
FIRE	3/16/2021	Sugarman/Susskind	\$ 2,100.00	12/1/2020	PAID/RATIFY
FIRE	3/16/2021	Sugarman/Susskind	\$ 2,100.00	1/1/2021	PAID/RATIFY
FIRE	3/16/2021	Polen Fund	\$ 40,423.73	Q4-20	PAID/RATIFY
FIRE	3/16/2021	Cambiar Fund	\$ 38,733.94	Q4-20	PAID/RATIFY
FIRE	3/16/2021	Renaissance Fund	\$ 16,647.26	Q4-20	PAID/RATIFY
FIRE	3/16/2021	Garcia Hamilton Fund	\$ 16,128.19	Q4-20	PAID/RATIFY
FIRE	3/16/2021	Kennedy Fund	\$ 15,627.00	Q4-20	PAID/RATIFY
FIRE	4/12/2021	Fifth Third Bank	\$ 11,748.35	Q4-20	PAID/RATIFY
FIRE	4/21/2021	UMI Insurance	\$ 4,866.00	2021-2022	PAID/RATIFY
FIRE	4/30/2021	Fifth Third Bank	\$ 11,801.80	Q1-21	PAID/RATIFY
FIRE	3/16/2021	Graystone Consulting	\$ 11,250.00	Q3-20	PAID/RATIFY
FIRE	3/16/2021	Graystone Consulting	\$ 11,250.00	Q4-20	PAID/RATIFY
FIRE	5/18/2021	Clearbridge Fund	\$ 14,402.47	Q4-20	PAID/RATIFY

Trustee Neff made the MOTION to approve said invoices, SECONDED by Trustee Prior. MOTION PASSED UNANIMOUSLY.

The board was also presented with those invoices that are still pending for signature. The table below summarize said pending invoices:

Pension Plan	Post Date	Vendor Name	Invoice Amount	Period	Invoice Tracking
FIRE	5/1/2021	Cambiar Fund	\$ 41,927.91	Q1-21	PENDING/CONSENT
FIRE	5/1/2021	Federated Hermes Fund	\$ 4,851.94	Q2-20	PENDING/CONSENT
FIRE	5/1/2021	Federated Hermes Fund	\$ 21,698.41	Q4-20	PENDING/CONSENT
FIRE	5/1/2021	Federated Hermes Fund	\$ 18,959.23	Q1-21	PENDING/CONSENT
FIRE	5/1/2021	Federated Hermes Fund	\$ 18,125.65	Q4-20	PENDING/CONSENT
FIRE	5/1/2021	Graystone Consulting	\$ 11,250.00	Q1-21	PENDING/CONSENT
FIRE	5/1/2021	Polen Fund	\$ 37,390.93	Q1-21	PENDING/CONSENT
FIRE	5/1/2021	Renaissance Fund	\$ 17,011.27	Q1-21	PENDING/CONSENT
FIRE	5/1/2021	Sugarman/Susskind	\$ 2,100.00	2/1/2021	PENDING/CONSENT
FIRE	5/1/2021	Sugarman/Susskind	\$ 2,100.00	3/1/2021	PENDING/CONSENT
FIRE	5/1/2021	Sugarman/Susskind	\$ 2,100.00	4/1/2021	PENDING/CONSENT
FIRE	5/1/2021	Sugarman/Susskind	\$ 2,100.00	5/1/2021	PENDING/CONSENT
FIRE	5/17/2021	SAS Actuarial	\$ 10,000.00	FY20	PENDING/CONSENT

Trustee Neff made the MOTION, SECONDED by Trustee Prior to approve the Pending/Consent invoices as presented. MOTION PASSED UNANIMOUSLY.

b) Wire Transfers/Banking Reports

The Trustees were provided the Wire Transfers of the employees' pension contributions, totaling \$318,187.872

Pension Plan	Date	Payment Number	Payment Date	Amount Paid	Invoice Num	Invoice Amount	Retainage	Discount
FIRE	2/18/2021	27122	2/19/2021	\$ 45,684.87	20210218	\$ 45,684.87	\$ -	\$ -
FIRE	3/4/2021	27366	3/5/2021	\$ 45,660.02	20210304	\$ 45,660.02	\$ -	\$ -
FIRE	3/18/2021	27461	3/19/2021	\$ 45,701.40	20210318	\$ 45,701.40	\$ -	\$ -
FIRE	4/1/2021	27561	4/2/2021	\$ 43,900.06	20210401	\$ 43,900.06	\$ -	\$ -
FIRE	4/15/2021	27680	4/16/2021	\$ 47,170.82	20210415	\$ 47,170.82	\$ -	\$ -
FIRE	4/29/2021	27765	4/30/2021	\$ 50.68	20210428	\$ 50.68	\$ -	\$ -
FIRE	4/29/2021	27765	4/30/2021	\$ 46,447.82	20210429	\$ 46,447.82	\$ -	\$ -
FIRE	5/13/2021	27877	5/14/2021	\$ 43,572.15	20210513	\$ 43,572.15	\$ -	\$ -

c) Miscellaneous updates

Mr. Calhoun shared with the board about Mr. Appelt resignation effective June 18, 2021, and Mrs. Nora Carles will be interim pension administrator.

Item VII. Old Business

a) Update from legal regarding Elizabeth Griffith

Mr. Herrera will be reaching out to Mrs. Griffith's attorney to get more information as to how they would like to proceed. Mr. Herrera also shared with the board that if Mrs. Griffith's attorney requests a formal hearing, an engagement letter will be sent to the pension administrator for execution. More information will be provided for the board to review at the next meeting.

Item VIII. New Business

a) Reappointment status of Trustee Peter Prior

The City Clerk advised Mr. Appelt about the need to make a motion to reappoint status of Trustee Peter Prior

Trustee Jirau made the MOTION, SECONDED by Trustee Neff to reappoint status for Trustee Peter Prior. MOTION PASSED UNANIMOUSLY.

b) Calculation methodology of subsidy benefits described in Section 16-515

Mr. Appelt shared with the board that the Retirement Subsidy language might not be in line with the ordinance regarding retirement subsidy. After a long discussion, Mr. Calhoun (Human Resources Director) proposed that further research needed to be done prior to making a formal decision. Mr. Calhoun will be contacting his predecessor, Maria Swanson, to discuss previous negotiations minutes (if any). At the moment, the board has decided to table this matter for the next meeting.

Item IX. Legal Counsel's Report

Mr. Herrera informed the board that there were no new bills or amendments that could possibly affect the pension plan. However, Mr. Herrera shared that there is a proposal as part of the budget to the Department of Economic to provide a \$1,000 bonus check for essential first responders (police officers, EMTs, firefighters and paramedics). At this time, it is still unknown as how and when these monies will be distributed, but Mr. Herrera stated he will provide an update when available.

Mr. Herrera advised the board on the importance of filing the **401 Financial Statement** Form by July 1, 2021. In addition, Mr. Herrera shared with the board that there are some upcoming educational opportunities with the FPPTA.

Trustee Comments

Trustee prior expressed interest in hiring an independent auditor who can focus more on the pension funds instead of the City's funds as a whole. In response to Trustee Prior's suggestion, Mr. Herrera recommended to send an RFP out to get some prospective auditors, and that he could share some of his templates with the board. Also, Mr. Calhoun added that they would need to work with procurement to put the RFP out.

Item X. Next Meeting:

The next regular meeting of the Board of Trustees is scheduled for August 18, 2021 at 9:00 am.

Item XI. Adjournment

There being no further business to come before the Board of Trustees the meeting adjourned at 10:17 am.

Trustee Korte made MOTION, SECONDED by Trustee Jirau to adjourn the meeting. MOTION PASSED UNANIMOUSLY.

Respectfully submitted,

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2019- 110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, CONFIRMING THE APPOINTMENT OF THE FIFTH MEMBER APPOINTED BY THE FIREFIGHTERS PENSION BOARD TRUST FUND ON AUGUST 21, 2019, TO COMPLETE A TERM ENDING MARCH 13, 2021 OR UNTIL NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 16, Division 1. Section 16-331 of the Tamarac Code provides for members of the Firefighters Pension Board; and

WHEREAS, the Firefighter Pension Board consists of five trustees, the fifth trustee to be appointed by the remaining four trustees; and

WHEREAS, Pete Prior was appointed by the remaining four trustees of the Firefighters Pension Board to serve as the fifth member to the board; 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 confirm the appointment of the Fifth Member to the Firefighters Pension Board appointed by the remaining four trustees to complete serving the current four-year term ending March 13, 2021.

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

SECTION 1: The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

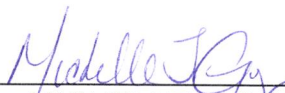
SECTION 2: That pursuant to Section 16-331 of the Tamarac Code, the appointment of following individual as the Fifth Member Trustee of the Firefighters Pension Board to complete the remainder of a four-year term expiring March 13, 2021 or until such time as reappointments are made hereby confirms

PETE PRIOR

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 adoption.
PASSED, ADOPTED AND APPROVED this 23rd day of October 2019.



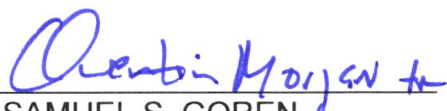
MICHELLE J. GOMEZ
MAYOR

ATTEST:



LILLIAN PABON, CMC
INTERIM CITY CLERK

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



SAMUEL S. GOREN
CITY ATTORNEY

Record of COMMISSION VOTE:

MAYOR GOMEZ

yes

DIST 1: COMM BOLTON

yes

DIST 2: COMM GELIN

yes

DIST 3: COMM FISHMAN

yes

DIST 4: VM PLACKO

yes



Title - TR13634 - TCC Roof Replacement

A Resolution of the City Commission of the City of Tamarac, Florida, approving a Piggy-back Agreement with PSI Roofing, a Florida Corporation utilizing OMNIA Contract Number 180901-FL-021, and authorizing the appropriate City Officials to execute said Piggy-back Agreement with PSI Roofing, to replace the metal roof at the Tamarac Community Center, at a cost not to exceed \$281,123.31, a contingency in the amount of 10% or \$28,112.33 will be added to the project account for a total project budget of \$309,235.64; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 2
Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR 13634 Memo	6/30/2021	Cover Memo
TR 13634 Reso	6/30/2021	Resolution
TR 13634 Exhibit 1	6/30/2021	Exhibit
TR 13634 Exhibit 2	6/30/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Michael C. Cernech, City Manager

Thru: Jack Strain, Public Services Director 

From: Troy Gies, Budget and Contracts Manager

Date: June 25, 2021

Re: Temp. Resolution No. 13634 – Approve and Authorize a Piggy-back Agreement with PSI Roofing, to Replace the Metal Roof at the Tamarac Community Center

Recommendation:

I recommend that the City Commission approve a Piggy-back Agreement with PSI Roofing per OMNIA Contract Number 180901-FL-021 for the TCC Metal Roof Replacement Project, at a cost not to exceed \$281,123.31, a contingency in the amount of 10% or \$28,112.33 will be added to the project account for a total project budget of \$309,235.64.

Issue:

Approve and authorize a Piggy-back Agreement with PSI Roofing per OMNIA Contract Number 180901-FL-021 for the TCC Metal Roof Replacement Project, at a cost not to exceed \$281,123.31, a contingency in the amount of 10% or \$28,112.33 will be added to the project account for a total project budget of \$309,235.64.

Background:

The Tamarac Community Center (TCC) was constructed in 2000, and the existing metal roof is original to the building. The roof is approximately 21 years old, and maintenance issues, such as leaks have arisen in TCC. Due to this normal deterioration from time, weather and having exhausted reasonable means to extend the life of the TCC Metal Roof, it is in need of replacement.

This project was anticipated this project and it had been included in the Capital Maintenance Fund in the FY 2020 Adopted Budget. The project was deferred in FY 2020 due to the COVID-19 Pandemic due to its impact on both City Revenues and possible construction delays, prior to or during the project.

The City of Tamarac participates in various cooperative purchasing organizations for public sector procurement, including OMNIA Partners (OMNIA), such cooperative purchasing organizations reduce the cost to the City of Tamarac by aggregating the purchasing power of public agencies nationwide, and the City of Tamarac is an eligible agency to utilize OMNIA Contracts.

PSI Roofing, a Florida Corporation, is an Authorized Contractor for OMNIA Contract #180901-FL-021 and has prepared a Project Cost Proposal in adherence with OMNIA Contract

#180901-FL-021. Therefore, the Public Services Director recommends the City enter into a Piggy-back Agreement with PSI Roofing for the replacement of the TCC Metal Roof, a copy of the Project Cost Proposal and Piggy-Agreement are attached to Temporary Resolution Number 13634.

Contract Summary:

Scope of Project:	TCC Metal Roof Replacement Project
Type of Project:	Construction Services
Contractor:	PSI Roofing
Contractor Location:	Oakland Park, Florida
Contract Cost:	\$281,123.31, a contingency in the amount of 10% or \$28,112.33 will be added to the project account for a total project budget of \$309,235.64

Fiscal Impact:

The proposed project cost is not to exceed \$281,123.31, a contingency in the amount of 10% or \$28,112.33 will be added to the project account for a total project budget of \$309,235.64. Adequate exists in the Capital Maintenance Fund; and \$310,000.00 was included in the FY 2020 Adopted Budget in Project Number RR20A.

Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. Due to the nature of a roof replacement, the project may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would require approval of the City Manager.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A PIGGY-BACK AGREEMENT WITH PSI ROOFING, A FLORIDA CORPORATION UTILIZING OMNIA CONTRACT NUMBER 180901-FL-021, AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE SAID PIGGY-BACK AGREEMENT WITH PSI ROOFING, TO REPLACE THE METAL ROOF AT THE TAMARAC COMMUNITY CENTER, AT A COST NOT TO EXCEED \$281,123.31, A CONTINGENCY IN THE AMOUNT OF 10% OR \$28,112.33 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF \$309,235.64; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac strives to keep its public facilities and buildings maintained in a high level for its residents, citizens, and employees; and

WHEREAS, the roof of Tamarac Community Center (TCC) located at 8601 West Commercial Boulevard, in the City of Tamarac, Florida, is in need of replacement due to normal deterioration resulting from time and weather; and

WHEREAS, the replacement of the roof at City Hall is important for the long-term care and maintenance of the building and will prevent costlier and more complex repairs in the future, and the City has exhausted all reasonable means to extend the life of the TCC Metal Roof; and

WHEREAS, The City of Tamarac participates in various cooperative purchasing

organizations for public sector procurement, including OMNIA Partners (OMNIA), such cooperative purchasing organizations reduce the cost to the City of Tamarac by aggregating the purchasing power of public agencies nationwide; and

WHEREAS, the City of Tamarac is an eligible agency to utilize such cooperative contracts through OMNIA; and

WHEREAS, OMNIA, through the National Roofing Partners (NRP), awarded Contract Number R180901 for Roofing Products, Services, and Job-Order-Contracting Services to PSI Roofing as an Authorized Contractor for OMNIA Contract No. 180901-FL-021, effective March 1, 2019 through February 28, 2021 and subsequently renewed through February 28, 2022 and eligible for two (2) additional one-year year renewals through February 28, 2024, a copy of Contract No. R180901 is incorporated herein by reference and is on file in the Office of the City Clerk; and

WHEREAS, PSI Roofing, possesses the required knowledge and experience to for the TCC Roof Replacement Project, and has provided a Project Cost Proposal per OMNIA Contract 180901-FL-021, a copy of the Project Cost Proposal is attached hereto as "Exhibit 1"; 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 Piggy-back Agreement with PSI Roofing, be approved and executed by the appropriate City Officials, a copy of said Piggy-back Agreement is attached hereto as "Exhibit 2"; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and authorize a Piggy-back Agreement with PSI Roofing, for the TCC Metal Roof Replacement Project at a cost not to exceed \$281,123.31, a contingency in the amount

of 10% or \$28,112.33 will be added to the project account for a total project budget of \$309,235.64.

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

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

SECTION 2: The City Commission approves a Piggy-back Agreement with PSI Roofing, for the TCC Roof Replacement Project, in accordance with the the Contractor’s Cost Proposal and OMNIA Contract 180901-FL-021, at a cost not to exceed \$281,123.31, a contingency in the amount of 10% or \$28,112.33 will be added to the project account for a total project budget of \$309,235.64, a copy of the Project Cost Proposal and the Piggy-back Agreement are attached hereto as “Exhibit 1” and “Exhibit 2”, respectively; and

SECTION 3: The City Manager or his designee is HEREBY authorized to execute the Piggy-back Agreement with PSI Roofing, utilizing OMNIA Contract #180901-FL-021 for the TCC Roof Replacement Project; and is HEREBY authorized to approve any Change Orders in amounts not to exceed \$65,000.00 per Section 6-147 of the City Code.

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

SECTION 5: Funding for the TCC Roof Replacement Project in the amount of \$310,000.00 is available in the Capital Maintenance Fund.

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

“The remainder of this page is left blank intentionally”

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY



May 17, 2021

Tom Vreeland
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

Re: Community Center Barrell Roof, 8601 W Commercial Blvd., Tamarac, FL 33351
NRP CPN#: 180901-FL-021

Mr. Vreeland:

National Roofing Partners (NRP) and its local partner, PSI Roofing, have developed the following pricing proposal for the Community Center Barrell Roof project. This pricing proposal was developed in compliance with NRP's contract number 180901 with OMNIA Partners and includes the total cost to recover the existing roof and install a new 50mil PVC membrane.

Attached is the Proposal & Scope of Work which defines the work that PSI Roofing proposes to complete. The project scope includes a manufacturer's 20-year warranty, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, pricing to complete the Community Center Barrell Roof project is **\$278,138¹⁷**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to PSI Roofing.
2. The purchase order should be clearly marked **"Per OMNIA Contract #180901-FL-021"**
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. agleiser@psi-roofing.com
 - b. Cc: OMNIAPartners@NationalRoofingPartners.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Amanda Gleiser
PSI Roofing
792 NE 45th Street
Oakland Park, FL 33334
954-444-3688

Thank you for allowing us the opportunity to provide you with our proposal for the Community Center Barrell Roof. We have included all necessary labor, equipment, and materials to complete the project in a safe and timely fashion.

OVERVIEW OF SITE:



Approximate Roof Area: 16,500 square feet

SCOPE OF WORK:

- Perform a fastener pull test to confirm metal deck conditions to receive a mechanically fastened assembly.
- Over the existing roof, layout and mechanically fasten a 1-1/2" EPS Flute Filler board between the metal roof ribs to even out the roof surface as per manufacturer and code requirements.
- Install a 6" wood blocking on entire roof perimeter with 1/2" plywood as per code requirements.
- Over the filler board, mechanically fasten a Securock Gypsum Fire Rated cover board as per manufacturer's requirements.
- Over the cover board, fully adhere a 50 Mil PVC Duro-Last Duro-Tuff Blue Color single ply membrane with approved adhesive. All laps to be heat welded as per manufacturer's requirements.
- Remove and dispose all curb and penetration flashings.
- Provide and install curb flashings with approved adhesive to all roof curbs as per manufacturer's requirements.
- All flashings to be terminated with Duro-Last termination bar and approved sealant.
- Over open eaves provide and install Duro-Last Drip Edge Metal with Kynar finish (combined 860LF), where applicable.
- Flash all roof penetrations with pre-fabricated Duro-Last flashings as per manufacturer's requirements.
- Haul away and dispose all construction debris.
- Owner shall receive a Twenty (20) Year NDL Warranty on workmanship and labor from Duro-Last.
- Owner shall receive a Two (2) Year Workmanship Warranty on labor from PSI Roofing.


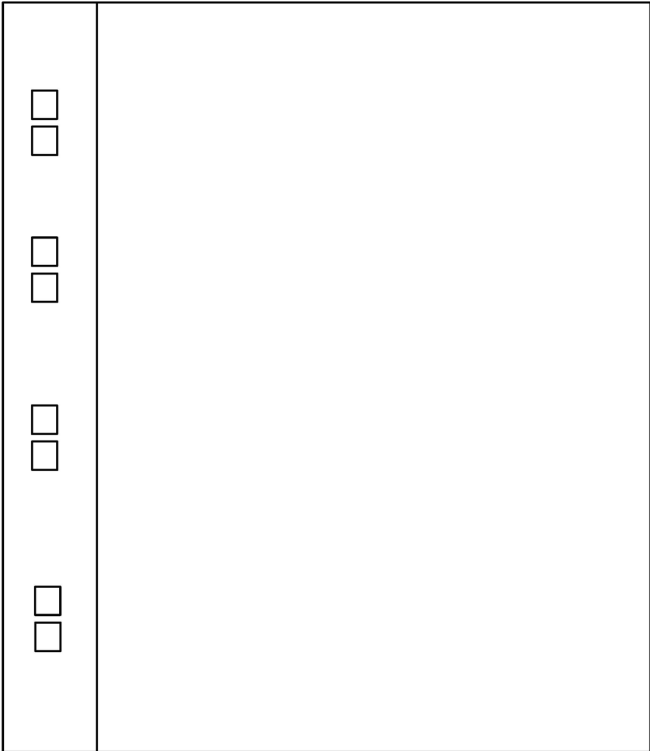


- Permit fees are excluded (to be paid by owner)

PRICING:**PRICE FOR SCOPE OF WORK ABOVE:****\$ 278,138¹⁷**

Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. This proposal is based on the use of Standard AIA Contract Documents. Taxes are not included unless noted above. For tax exempt customers, tax amount listed above may be excluded from purchase order or contract.

REFERENCE DRAWING:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	1	 NATIONAL ROOFING PARTNERS
																			2		
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																			15	City of Tamarac 7525 NW 88th Ave. Tamarac, FL 33351	
																			SCALE NTS	REVISION 000	FILE NAME TCC2
																			DRAWN BY MAN	DATE 11/20	SHEET RD-01

*Not To Scale : For Reference Purposes Only

EXCLUSIONS:

Permit fees. Any roof mounted electrical or mechanical work. Detach and reset Security mounted cameras. Interior/exterior painting, structural/non-roof related engineering, lightning protection, concrete cutting, stucco work, painting, any additional structural/decking work not listed above, and plumbing. Any work on other roof sections, sloped mansards, or others. Any work on flat roof. Any re-roof of the existing roof. Any cover and protect of interiors. Any canopies or adjacent structures repair/replacement. Any mechanical, electrical, and plumbing units' repairs/removal or replacement not specifically described above. Any gutters and downspouts repairs/replacement. Disconnect and reconnect of satellite dishes is excluded. Any right of way permit, MOT plans or associated costs with road closure. Performance and Payment Bonds. Work during night shift (6pm to 6am),



holidays and weekends. Any work not mentioned above. All these items can be added to the contract after commencement of work upon contractor's discretion and owner's approval.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:

When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. PSI Roofing will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and PSI Roofing shall not be held liable to remedy ponding water situations. Certain products used in the installation of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

TERMS, CONDITIONS AND APPROVAL:

Progress invoices will be submitted monthly and progress payments will be due within 30 days after invoice date or per contract payment terms. Any alteration or deviation from specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado, and other necessary insurance. All warranties to be issued upon completion of contract. Those who work on your property or provide materials and services and are not paid in full may have a right to enforce their claim for payment against your property through a construction lien.

Thank you for taking to time to read and understand our proposal for this outstanding project and please do not hesitate to contact us at any time if you have any questions.





17-May-2021

LINE ITEM PRICE ESTIMATE

CPN# 180901-FL-021

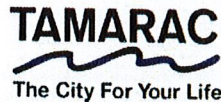


Project Name: Tamarac Community Center Barrell Roof
Project Address: 8601 W Commercial Blvd. Tamarac, FL 33351



Pricing Summary by Category			
Category	Water Resistant Roofing	Subtotal	\$ -
Category	Insulation	Subtotal	\$ -
Category	Roof Tiles and Shingles	Subtotal	\$ -
Category	Roofing and Roof Restoration	Subtotal	\$ -
Category	Masonry	Subtotal	\$ -
Category	Metal Work	Subtotal	\$ 7,989.00
Category	Woodwork	Subtotal	\$ -
Category	Standing Seam Metal Roof System	Subtotal	\$ -
Category	Roof Specialties and Accessories	Subtotal	\$ -
Category	Roof Services	Subtotal	\$ 87,219.45
Category	General Cost Factors	Subtotal	\$ -
Category	Additional Line Items	Subtotal	\$ 185,914.86
		Line Item Total	\$ 281,123.31
		Discount	\$ (2,985.14)
		Proposal Price	\$ 278,138.17

Detailed Line Item Breakdown					
Item No.	Description	UOM	Price	Qty	Total
Water Resistant Roofing					
			-		\$ -
Insulation					
			-		\$ -
Roof Tiles and Shingles					
			-		\$ -
Roofing and Roof Restoration					
			-		\$ -
Masonry					
			-		\$ -
Metal Work					
29	Remove metal edge, gravel stop, eave strip, or coping	LF	1.54	860	\$ 1,324.40
29b	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	5.81	860	\$ 4,996.60
31f	Metal flashing, apron flashing, 9" wide	LF	4.17	400	\$ 1,668.00
Woodwork					
					\$ -
Standing Seam Metal Roof System					
			-		\$ -
Roof Specialties and Accessories					
			-		\$ -
Roof Services					
47g	Difficult access or fall restriction; surcharge	Each	14%	183,741	\$ 25,723.74
48	Additional and occasional supplies, materials, equipment and services				
48d	Multiplier/factor to be applied to the R.S. Means costs.	% to be applied	0.92	66,843	\$ 61,495.71
General Cost Factors					
			-		\$ -
Additional Line Items					
19-1	Sweep roof surface	SF	0.42	16,500	\$ 6,930.00
19-11	Single ply roof system; PVC, 50mil				
19-11a	mechanically attached	SF	3.13	16,500	\$ 51,645.00
19-22	Single ply roof system; pipe boot	EA	36.40	8	\$ 291.20
19-35	Manufacturer's warranty, re-roof, 20 year	SF	0.33	16,500	\$ 5,445.00
19-41	Material; additional freight charges	%	2%	72,234	\$ 1,444.67
19-42	Equipment; fork lift	%	25%	4,800	\$ 6,000.00
19-44	Equipment; crane, less than 150 ft tall	%	25%	30,000	\$ 37,500.00
19-45	Equipment; other	%	25%	4,000	\$ 5,000.00
19-49	Multiplier; roof with slope > 4:12 or non-standard architecture	%	25%	183,741	\$ 45,935.25
19-52	Multiplier; total roof area < 20,000 sq ft	%	14%	183,741	\$ 25,723.74
				Line Item Total	\$ 281,123.31



City of Tamarac

Purchasing and Contracts Division

**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
PSI ROOFING**

THIS AGREEMENT is entered into on June 29th, 2021 between the City of Tamarac, a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac, Florida 33321 (City) and PSI Roofing, a Florida corporation with principal offices located at 792 NE 45th Street, Oakland Park, Florida 33334 (Contractor) for the purpose of providing Roofing Services to the City of Tamarac. The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration in an amount not to exceed Two Hundred Seventy-Eight Thousand One Hundred Thirty-Eight Dollars and Seventeen Cents (\$278,138.17), Contractor shall provide services in accordance with the terms and conditions of the RL National Roofing Partners, LLC dba National Roofing Partners (NRP) Omnia Partners Contract # R180901 – FL – 021 for which the Contractor is an authorized servicer, attached hereto as Exhibit A. All terms and conditions of the contract documents set forth in Exhibit A are incorporated herein as if set forth in full, except as modified by the proposal specific to the City of Tamarac as set forth in Exhibit B attached hereto and incorporated herein as if set forth in full.

2. Upon execution of this Agreement, all references made to RL National Roofing Partners, LLC dba National Roofing Partners (NRP) # R180901-FL-021 and the Contractor, who serves as their local servicer, in Exhibit A and Exhibit B shall be interpreted as pertaining to the City of Tamarac, and all terms and conditions of Exhibit A and Exhibit B shall be deemed as having been implemented for use within the City of Tamarac. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "City of Tamarac" and "City of Tamarac Commissioners".

3. Term:

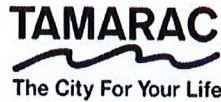
The term of this Agreement shall be concurrent with the term set forth in Exhibit A, through March 28, 2022 effective on the date of approval of this Agreement. The City reserves the right to renew this Agreement for up to one (1) additional one (1) year term(s) for up to an additional One (1) year(s), in the event that the Agreement is renewed by the Region 4 Education Service Center.

4. Project Timeline:

Project substantial completion shall be within One Hundred Fifty (150) calendar days from Contractor's receipt of City's Notice to Proceed. The Notice to Proceed will not be issued until a pre-construction meeting has taken place to determine access and staging. Final Completion shall be Thirty (30) calendar days from date of substantial completion totaling One Hundred Eighty (180) calendar days.

5. Liquidated Damages:

The parties acknowledge that damages arising from delay in meeting these time limits are difficult or impossible to ascertain. Therefore, the parties hereby agree that in the event that the Contractor fails to meet the time limits, as may be extended by the City in



City of Tamarac

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accordance with the terms of the Agreement or as otherwise provided in the Agreement, liquidated damages will be assessed against Contractor in the amount of One Hundred Dollars (\$100.00) for each calendar day beyond the time imposed until such work is completed.

6. Changes In Contract Time:

A. Change Order

The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

B. Notice

Any claim for an increase or decrease in the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than **fifteen (15)** days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

C. Basis For Extension

Extensions of time shall be considered and will be based solely upon the effect of delays to the work. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

7. This agreement, Exhibit A and Exhibit B constitute the entire agreement between the City and the Contractor. In the event of a conflict between these documents, this Agreement shall prevail, followed in precedence by Exhibit B and Exhibit A in that order.

8. Contract Sum and Payments:

The Contract Sum for the above work is Two Hundred Seventy-Eight Thousand One Hundred Thirty-Eight Dollars and Seventeen cents (\$278,138.17). All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

9. Insurance:

In addition to the insurance requirements stated in the NRP Omnia Contract R180901-FL-021 Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City. Contractor shall maintain such insurance in full



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force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:

- a. **Worker's Compensation Insurance:** The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Tamarac, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.
- b. **Comprehensive General Liability:** The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

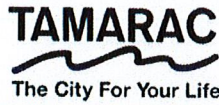
The City must be named as a certificate holder and an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

- c. **Business Automobile Liability:** The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

This coverage shall be an "Any Auto" type policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

- d. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the City for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.
- e. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.



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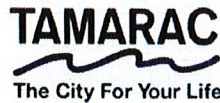
- f. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

10. Indemnification:

- a. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- b. 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.
- c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor 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 Contractor. Furthermore, the City and Contractor 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 Contractor's responsibility to indemnify.
- e. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

11. Non-Discrimination & Equal Opportunity Employment:

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or



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disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, genetic information or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. Independent Contractor:

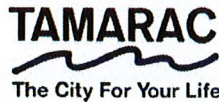
This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

14. Termination:

- a. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination.
- b. Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the



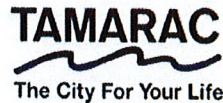
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Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

15. Public Records

- a. The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 1. Keep and maintain public records required by the City in order to perform the service;
 2. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.



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16. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. E-Verify

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

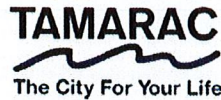
"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and



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Purchasing and Contracts Division

- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

15. Agreement Subject to Funding

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

16. Venue:

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17. Signatory Authority:

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18. 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.

19. No Construction Against Drafting Party:



City of Tamarac

Purchasing and Contracts Division

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.

20. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Fox Rothschild, LLP
One Biscayne Tower
2 S. Biscayne Blvd. Suite 2750
Miami, Florida 33131

CONTRACTOR

PSI Roofing
792 NE 45th Street
Oakland Park, Florida 33334

21. Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321**

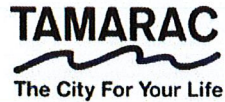


City of Tamarac

Purchasing and Contracts Division

(954) 597-3505

CITYCLERK@TAMARAC.ORG



City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

Michael C. Cernech, City Manager

ATTEST:

Jennifer Johnson, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Signature of Corporate Secretary

PSI ROOFING

Company Name

Signature of President

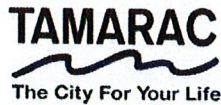
DINA GOCKERELL
Type/Print Name of Corporate Secy.

PAULO SOUZA

President

6/29/21
Date





City of Tamarac

Purchasing and Contracts Division

CORPORATE ACKNOWLEDGEMENT

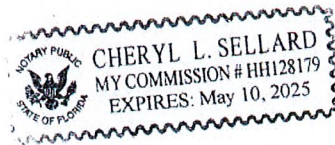
STATE OF FLORIDA :

:SS

COUNTY OF Broward :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Paulo Souza, President of PSI Roofing, a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 29 day of June, 2021.



Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- ☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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



Title - TR13635 - City Hall Roof Design T.A. #21-05D

A Resolution of the City Commission of the City of Tamarac, Florida, approving Task Authorization no. 21-05D and authorizing the appropriate City Officials to execute Task Authorization no. 21-05D with Walters Zackria Associates, PLLC, to provide professional services to prepare the design of the City Hall Roof Replacement Project in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No. R-2016-80, at a cost not to exceed \$68,100.00, a contingency in the amount of 10% or \$6,810.00 will be added to the project account for a total project budget of \$74,910.00; authorizing the appropriate City Officials to administer the Contract; authorizing a future Budget Amendment, for proper accounting purposes, in an amount not to exceed \$74,910.00, pursuant to F.S. 166.241(2); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):



District 3

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR 13635 MEMO	7/8/2021	Cover Memo
TR 13635 RESO	6/30/2021	Resolution
EXHIBIT 1	6/30/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Michael C. Cernech, City Manager
Thru: Jack Strain, Public Services Director 
From: Ron Stein, Senior Project Manager 
Date: June 25, 2021
Re: Temp. Resolution No. 13635 – Approve and Authorize Task Authorization Number 21-05D for the Design of the City Hall Roof Replacement Project

Recommendation:

I recommend that the City Commission approve Task Authorization (TA) No. 21-05D, and approve the appropriate City Officials to execute TA # 21-05D, with Walter Zackria Associates, PLLC, for the Design of the City Hall Roof Replacement Project at a base contract cost not to exceed \$68,100.00, Optional Services #5 and #6 shall be added at a combined cost not to exceed \$55,130 for a total Contract Cost not to exceed \$123,230.00. A contingency in the amount of 10% or \$12,323.00 will be added to the project account for a total project budget not to exceed \$135,553.00.

Issue:

Approve and authorize TA #21-05D with Walter Zackria Associates, PLLC for the City Hall Roof Replacement Project at a cost not to exceed \$135,553.00 inclusive of Optional Services 5 and 6 and a 10% Contingency.

Background:

The existing City Hall facility was constructed in 1989, and the existing roofing system in place at the Atrium was installed in 2004. In 2010, certain panels on the southside of the atrium were replaced.

Maintenance issues, such as leaks have arisen in City Hall, and repair or replacement of individual panels will no longer ensure the integrity of the current roofing system. Due to this normal deterioration from time, weather and having exhausted reasonable means to extend the life of the City Hall Roof, it is in need of replacement.

City Staff have anticipated this need and have included \$1,500,000 in the Proposed FY 2022 Budget for the construction of the roof replacement. In order to expedite the construction, City Staff recommend completing the design now, in FY 2021, so bidding for the project can begin in the fall.

The City of Tamarac's Continuing Engineering Services Agreement, allows the City to choose from a prequalified list of consultants, as authorized by Resolution R-2016-80. Upon Consideration, Public Services Staff have selected Walter Zackria Associates, PLLC. They are the firm which possesses the required expertise, experience, knowledge and

resources for the project. In addition, this firm recently completed the Public Safety Complex Feasibility Study, and therefore have extensive knowledge of the building.

Per TA #21-05D, the proposed work includes site measurement and preparation of CAD drawings; prepare drawings and specifications for the skylight covering, interior lighting, and redesign of the atrium; estimate construction budget; and assist with permitting and the bidding process. The base contract cost, per TA #21-05D, is not to exceed \$68,100.00.

TA #21-05D includes a number of optional services the Consultant has presented as possible add-on services to the base contract. Upon reviewing the optional services, City Staff recommend utilizing two (2) of those options, namely OS5: Optional Shop Drawings at a cost not to exceed \$10,450.00, and OS6: Optional Limited Construction Administration at a cost not to exceed \$44,680.00. The Optional Shop Drawings entails the Consultant reviewing any shop drawings submitted by the construction contractor. Optional Limited Construction Administration includes an allowance of 200 hours of Optional Construction Administration, on an as-needed basis. The Consultant's experience, expertise, and knowledge of the City Hall structure will provide valuable assistance to City Staff and will help with the overall management of the project.

Project Cost Summary

ITEM NAME / NO.	DESCRIPTION	COST (NOT TO EXCEED)
Base Contract	City Hall Roof Replacement Design	\$68,100.00
Optional Service OS5	Optional Shop Drawing Review	\$10,450.00
Optional Service OS6	Optional Construction Administration	\$44,680.00
Contract Cost Subtotal		\$123,230.00
Contingency	10% Contingency	\$12,323.00
Project Total		\$135,553.00

Fiscal Impact:

The proposed base cost for these services is \$68,100.00. Optional Services #5 and #6 shall be added at a combined cost not to exceed \$55,130 for a total Contract Cost not to exceed \$123,230.00. A contingency in the amount of 10% or \$12,323.00 will be added to the project account for a total project budget not to exceed \$135,553.00. Although the design of the City Hall Roof Replacement was not included in the FY 2021 Adopted Budget, adequate funding within the General Capital Project Fund exists from CIP projects that have recently been closed out under budget. A budget amendment may be required to consolidate available funding into the appropriate account(s); therefore, if required, would be included in a future Budget Amendment pursuant to F.S. 166.241(2).

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING TASK AUTHORIZATION NO. 21-05D AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE TASK AUTHORIZATION NO. 21-05D WITH WALTERS ZACKRIA ASSOCIATES, PLLC, TO PROVIDE PROFESSIONAL SERVICES TO PREPARE THE DESIGN OF THE CITY HALL ROOF REPLACEMENT PROJECT IN ACCORDANCE WITH THE CITY'S CONSULTING ENGINEERING AGREEMENT AS AUTHORIZED BY RESOLUTION NO. R-2016-80, AT A BASE CONTRACT COST NOT TO EXCEED \$68,100.00, OPTIONAL SERVICE OS5 AND OPTIONAL SERVICE OS6 SHALL BE ADDED FOR COMBINED COST NOT TO EXCEED \$55,130.00 A CONTINGENCY IN THE AMOUNT OF 10% OR \$12,323.00 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF \$135,553.00; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; AUTHORIZING A FUTURE BUDGET AMENDMENT, FOR PROPER ACCOUNTING PURPOSES, IN AN AMOUNT NOT TO EXCEED \$135,553.00, PURSUANT TO F.S. 166.241(2); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac strives to keep its public facilities and buildings maintained in a high level for its residents, citizens, and employees; and

WHEREAS, the roof of City Hall located at 7525 NW 88th Avenue, is in need of replacement due to normal deterioration resulting from time and weather; and

WHEREAS, the replacement of the roof at City Hall is important for the long-term care and maintenance of the building and will prevent costlier and more complex repairs in the future; and

WHEREAS, Walters Zackria Associates, PLLC, possesses the required knowledge and experience to provide professional services needed to prepare the Design of The City Hall Roof Replacement Project; and

WHEREAS, Walters Zackria Associates, PLLC, has been pre-qualified as an approved consultant for architectural services by the City of Tamarac as authorized by Resolution No. R-2016-80, incorporated herein by reference and on file at the Office of the City Clerk; and

WHEREAS, per Task Authorization Number 21-05D, the base Contract Cost is not to exceed \$68,100.00, and City Staff recommend utilizing Optional Service OS5: Optional Shop Drawings at a cost not to exceed \$10,450.00, and Optional Service OS6: Optional Limited Construction Administration at a cost not to exceed \$44,680.00, to aid in the overall management of the project from design to construction, and a contingency in the amount of 10% or \$12,323.00 will be added to the project account for a total project budget of \$135,553.00, a copy of Task Authorization is attached hereto as "Exhibit 1"; and

WHEREAS, Funding exists in the General Capital Project Fund for said project; a budget amendment may be required to consolidate available funding into the appropriate account(s); therefore, if required, a budget amendment not to exceed the total Project Cost of \$135,553.00 would be included in a future Budget Amendment pursuant to F.S. 166.241(2); 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. 21-05D from Walters Zackria Associates, PLLC, be approved and

executed by the appropriate City Officials, a copy of Task Authorization No. 21-05D is attached hereto as "Exhibit 1"; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept and execute Task Authorization No. 21-05D (a copy of which is attached hereto as "Exhibit 1") with Walters Zackria Associates, PLLC, to provide professional services to prepare the Design of The City Hall Roof Replacement Project at a base contract cost not to exceed \$68,100.00, Optional Service OS5 and Optional Service OS6 shall be added at a combined cost not to exceed \$55,130, and a contingency in the amount of 10% or \$12,323.00 will be added to the project account for a total project budget of \$135,553.00.

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

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

SECTION 2: The City Commission approves Task Authorization No. 21-05D and authorizes the appropriate City Officials to execute Task Authorization No. 21-05D with Walters Zackria Associates, PLLC, to provide architectural services to prepare Design of The City Hall Roof Replacement Project, in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No. R-2016-80 on August 24, 2016, at a base contract cost not to exceed \$68,100.00, Optional Service OS5 and Optional Service OS6 shall be added at a combined cost not to exceed \$55,130, and

a contingency in the amount of 10% or \$12,323.00 will be added to the project account for a total project budget of \$135,553.00, a copy of Task Authorization No. 21-05D is attached hereto as "Exhibit 1"; and

SECTION 3: The City Manager, or his designee, is hereby authorized to make changes, issue change orders in accordance with Section 6-147 of the City Code, and close the contract award including, but not limited to, making final payment within the terms and conditions of the contract and within the contract price.

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

SECTION 5: Funding for the Design of The City Hall Roof Replacement Project, at a base contract cost not to exceed \$68,100.00, Optional Service OS5 and Optional Service OS6 shall be added at a combined cost not to exceed \$55,130, and a contingency in the amount of 10% or \$12,323.00 will be added to the project account for a total project budget of \$135,553.00, is available in the Capital Projects Funds, a Budget Amendment in an amount not to exceed the total project cost of \$135,553.00 may be required for proper accounting purposes, pursuant to F.S. 166.241(2), and is HEREBY authorized and approved.

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

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY

Task Authorization 21-05D – City Hall Skylight Covering

The services rendered pursuant to this Task Authorization No 21-05D are in accordance with the terms and conditions of the Agreement for professional service between the City of Tamarac and Walters Zackria Associates, PLLC, Originally dated October 26, 2016 and in accordance with RFQ No. 16-23Q.

Task Authorization No. 21-05D – City Hall Skylight Covering

A. Background

The City of Tamarac (CITY) requires design and construction phase services for covering over the existing Kalwall Skylight and wall system. Walters Zackria Associates, PLLC (CONSULTANT) prepared an evaluation report for the City under *Task Authorization 17-16S – City Hall Skylight Evaluation*. City has decided to proceed with option #4 as outlined in the evaluation report.

As an optional service, City may elect to have the Consultant provide conceptual design services with renderings attend presentations to City staff and City Commission.

As an optional service, City may elect to have Consultant provide design services to replace the existing building storefront, windows and doors.

As an optional service, City may elect to have the Consultant provide construction phase services, including shop drawing reviews and Construction Administration.

The end result of this Task Authorization will include CAD drawings, Construction Documents for permit and construction.

This Task Authorization, when executed, shall authorize to perform design services related to City Hall Skylight Covering at City Hall, located at 7525 NW 88th Ave, Tamarac, FL 33321, as requested by the City of Tamarac (City).

B. Scope of Services

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the above-mentioned project. The architectural scope of work will include:

This project basic services will include the following:

- Site Measurements and CAD Drawings
- Construction Documents
- Budget Estimate
- Permitting Assistance
- Bidding Assistance

Basic Services to Include:

1. Site Measurements and CAD Drawings: Consultant will review and document existing site conditions. Since no CAD drawings are available for the building, Consultant's staff will field measure the building and prepare CAD drawings.
2. Construction Documents: Consultant will prepare construction documents.
 - a. Basic Services – Drawings and Specifications:
 - i. New Skylight Covering – Design for new metal roof with insulation over the existing skylight over the atrium and the front covered entry area.
 - ii. New Lobby Lighting – Replace all existing interior and exterior lighting fixtures to provide sufficient lighting within the atrium and the front covered entry area.
 - iii. Atrium Landscape - Removal of existing atrium plants and replacement with floor covering.
 - iv. Miscellaneous Repairs - Patching and Painting all disturbed areas.
 - v. Construction phasing and isolation details to protect public and staff.
 - vi. Includes Electrical and Structural Engineering Services.

Task Authorization 21-05D – City Hall Skylight Covering

3. Budget Estimate: Consultant will prepare budget estimate for the construction of the Skylight covering, new lighting, and associated work.
4. Permitting Assistance: Consultant will submit the project to City's building department and BCEPD, and respond to comments.
5. Bidding Assistance: Consultant shall give assistance to the City during the bidding and award phase of the construction contract. Bid services shall be for one-four week bid period. This assistance shall consist of attending a pre-bid meeting, issuance of addenda for clarification as necessary, and assistance with the evaluation of bids and providing recommendation for award.

D. Additional Services

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City's Project Manager. The Notice-to-Proceed issued shall contain the following information and requirements.

A detailed description of the work to be undertaken.

A budget establishing the amount of the fee to be paid in accordance with the Agreement. A time established for completion of the work

All additional services requested by the City shall be billed at the firm's contracted hourly rates. See standard hourly rates listed below. Additional services may include:

- o Major redesign effort due to change in overall project scope, budget, or programming criteria.
- o City directed revisions to the project scope.
- o Site Plan review submittal, mailings, neighborhood meetings, DRC, P&Z reviews
- o Testing Services.

E. Obligations of the City

1. Consolidate and provide review comments to Consultant in a timely fashion.
2. City will provide Consultant available record drawings of existing facilities within the project area prior to the NTP date.
3. City personnel will assist Consultant in field verification of the existing building.
4. City will provide current CAD surveys for all parcels with all easements and other restrictions documented.

F. Compensation

Compensation by the City to the Consultant for all tasks will be on an lumpsum basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of Tamarac and Walters Zackria Associates, PLLC, dated October 26, 2016 and in accordance with RFQ No. 16-23Q. The estimated compensation for the services described in this Task Authorization is \$68,100.00 as shown below and Refer to Attachment A.

TABLE 1: LABOR AND EXPENSE SUMMARY.

Basic Services	
Task 1 - Site Measurements and CAD Drawings	\$ 7,050.00
Task 2 - Construction Documents	\$47,800.00
Task 3 - Budget Estimate	\$ 3,750.00
Task 4 - Permitting Assistance	\$ 3,750.00
Task 5 - Bidding Assistance	\$ 3,750.00
 Project Total Lumpsum Fees	 \$66,100.00
Recommended Reimbursable Expense Budget	\$ 2,000.00
 Project Total	 \$68,100.00

Note: See Optional Service Scope and Fees on Pages 4 and 5

Task Authorization 21-05D – City Hall Skylight Covering

G. Reimbursable

Reimbursable items shall include blueprinting, photography, copying, plotting, color rendering boards, material boards, etc. These will be billed as direct expenses.

H. Schedule

The completion dates for this work will be as follows (starting at time that CONSULTANT receives the hardcopy of the executed Contract).

Time	Time per Phase	Cumulative
Task 1 – Site Measurements and CAD Drawings	4 weeks	4 weeks
Task 2 – Construction Documents	12 weeks	16 weeks
Task 3 – Budget Estimate	2 weeks	18 weeks
City Review*	3 weeks	21 weeks
Task 4 – Permitting Assistance	4 week	25 weeks
Task 5 – Bidding Assistance	8 week	33 weeks

* City Review Periods are allowances – actual number of days will vary and are out of Consultant's control.
See Optional Design Services Schedule

I. Deliverables

TASKS	DELIVERABLES	QUANTITY
Task 1 - CAD Drawings	Existing Plans	Electronic Copy
Task 2 - Construction Documents	Draft and Final Plans	Electronic Copy
Task 3 - Budget Estimate	Draft and Final Budget	Electronic Copy
Task 4 - Permitting Assistance	Signed and Sealed Plans	Electronic Copy
Task 5 - Bidding Assistance	Bid Set	Electronic Copy

Task Authorization 21-05D – City Hall Skylight Covering

J. Optional Service

OS1. Conceptual Building Design: Consultant will provide concepts for the proposed atrium to show the proposed lighting schemes for City staff and City Commission review and approval. Concepts will include up to (3) renderings.

OS2. City Staff Presentation: Consultant will prepare a PowerPoint presentation and present to City Staff for their review and comments.

OS3. City Commission Presentation: Consultant will prepare a PowerPoint presentation and present the project concept plan and renderings to the City Commission.

OS4. Optional Construction Documents: Consultant will provide Drawings and Specifications for the proposed storefront, windows and doors.

- Replace Existing exterior Fenestration Systems.
- Determine code required wind pressures and loads.
- Perform a Site Inspection for existing conditions.
- Evaluate existing opening configurations and proposal alternates where necessary to meet NOA requirements.
- NOTE: Some of the Gable end and arched openings will need to be modified from the existing to comply with current Code.
- Engineer new Storefront Window Wall from an NOA approved system. Storefront systems to be used where possible.
- Engineer new Curtainwall system from an NOA approved system. Tall span areas will need Curtainwall.
- Engineer entry doors from an NOA approved system.
- Specify materials, paint coatings and sealants.
- Prepare AutoCAD shop drawings of selected systems for permit.
- Drawings will be sent to Architect for review prior to sign and seal.
- Detail substrates, bucking and sealant details.
- Prepare wind load calculations and glazing engineering package.
- Prepare sealed permit submittal package with highlighted product approvals as required by the Building Dept.
- Permits must be obtained prior to system fabrication since permit approval cannot be guaranteed. System may have to change based on permit comments.

OS5. Optional Shop Drawing Review: Consultant will review shop drawing submittals from the Contractor.

OS6. Optional Limited Construction Administration: During the construction phase of the project, Consultant shall provide Optional Construction Administration services for the City and awarded contractor on an as-needed basis. Optional Construction Administration services are based on an hourly allowance of 200 hours for 8-month construction duration.

Note: It is assumed that proposed storefront, windows, and doors replacement will occur at the same time as the Skylight Covering project; therefore, the following services have been excluded from the Optional Services scope:

- Permitting Assistance
- Bidding Assistance

If storefront, windows and doors replacement occurs after the Skylight Covering project, additional services will be required.

Task Authorization 21-05D – City Hall Skylight Covering

Optional Service Fees (see hourly breakdown for details):

OS1 - Conceptual Building Design	\$22,000.00
OS2 - City Staff Presentation	\$ 7,120.00
OS3 - City Commission Presentation	\$ 3,660.00
OS4. Optional Construction Documents	\$52,720.00
OS5. Optional Shop Drawing Review	\$10,450.00
OS6. Optional Construction Administration	\$44,680.00

Optional Services Schedule

OS1 – Conceptual Building Design **	6 weeks	6 weeks
City Review*	1 week	7 weeks
OS2 – City Staff Presentation **	3 weeks	10 weeks
OS3 – City Commission Presentation **	3 weeks	13 weeks
OS4 – Construction Documents	12 weeks	25 weeks
City Review*	3 weeks	28 weeks
OS5 – Shop Drawing Review (w/ CA)	0 week	0 weeks
OS6 – Limited Construction Administration	32 week	60 weeks

* City Review Periods are allowances – actual number of days will vary and are out of Consultant's control.

** Construction Documents will be delayed by 13 weeks if Optional Design Services 1, 2, and 3 are authorized.
Presentation Durations are allowances – actual number of days will vary and are out of Consultant's control.

Task Authorization 21-05D – City Hall Skylight Covering

"ARCHITECT"

Witnesses:

[Signature]
YARITZA RODRIGUEZ
Printed Name

[Signature]

JUGAL ANUSA
Printed Name

Walters Zackria Associates, PLLC.

By: *[Signature]*
Signature

Abbas Zackria
Name Printed

Title: President

(SEAL)



"CITY":

CITY OF TAMARAC

By: _____

Name

Title

Attest:

Jennifer Johnson, CMC
City Clerk

(SEAL)



Title - TR13643 - Prospect Road Highway Maintenance Memorandum of Agreement

A Resolution of the City Commission of the City of Tamarac, Florida approving the Highway Maintenance Memorandum of Agreement (MMOA) between the City of Tamarac and the State of Florida Department of Transportation (FDOT) for the Prospect Road Right-of-Way from East of NW 31st Avenue to West of 28th Avenue; authorizing the appropriate City Officials to execute said Highway Maintenance Memorandum of Agreement, pending legal review between FDOT and the City of Tamarac, for the Prospect Road Right-of-Way from East of NW 31st Avenue to West of 28th Avenue; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR 13643 Memo	6/30/2021	Cover Memo
TR 13643 Reso	6/30/2021	Resolution
TR 13643 Exhibit 1	6/30/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Michael C. Cernech, City Manager
Thru: Jack Strain, Public Services Director 
From: Troy Gies, Budget and Contracts Manager 
Date: June 29, 2021
Re: Temp. Reso. #13643– Approve and Authorize Highway Maintenance
Memorandum Agreement for Prospect Road – City Commission Meeting of
July 14, 2021

Recommendation:

I recommend that the City Commission approve a Resolution authorizing the appropriate City Officials to execute a Highway Maintenance Memorandum of Agreement (MMOA) between the City of Tamarac and the State of Florida Department of Transportation (FDOT) for the section of Prospect Road Right-of-Way from east of NW 31st Avenue to West of NW 28th Avenue; and that this item be placed on the July 14, 2021 Commission Agenda.

Issue:

FDOT requires the City of Tamarac to enter into a MMOA for the Right-of-Way along Prospect from east of NW 31st Avenue to west of NW 28th Avenue.

Background:

In 2010, Broward County annexed some of the unincorporated areas to the City, and a section of Prospect Road Right-of-Way (ROW) was inadvertently transferred to the City of Tamarac. The City of Tamarac and Broward County are in the process of transferring the Prospect Road ROW back to Broward. FDOT has jurisdiction over the ROW, and requires a Highway Maintenance Memorandum of Agreement with the local agency which owns the Prospect Road ROW; and, therefore, until the transfer of the Prospect Road ROW is completed, the City of Tamarac is required, by FDOT Regulations, to have a Highway MMOA for the Prospect Road ROW.

Although the City of Tamarac never requested, nor wanted the Prospect Road, and that it was inadvertently transferred to the City, the City is nonetheless required to enter into the MMOA as long the City is the owner of said ROW. Therefore, the City Commission is recommended to approve the Highway MMOA.

Fiscal Impact:

There is no fiscal impact to the City, the City is working with Broward County to ensure maintenance is performed by the County, and that it will be transferred back to Broward County.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2021_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) BETWEEN THE CITY OF TAMARAC AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PROSPECT ROAD RIGHT-OF-WAY FROM EAST OF NW 31ST AVENUE TO WEST OF 28TH AVENUE; ; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE SAID HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT, PENDING LEGAL REVIEW BETWEEN FDOT AND THE CITY OF TAMARAC, FOR THE PROSPECT ROAD RIGHT-OF-WAY FROM EAST OF NW 31ST AVENUE TO WEST OF 28TH AVENUE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, Broward County annexed some of the unincorporated areas to the City, and a section of Prospect Road Right-of-Way (ROW) was inadvertently transferred to the City of Tamarac; and

WHEREAS, the City of Tamarac and Broward County are in the process of transferring the Prospect Road ROW back to Broward; and

WHEREAS, FDOT has jurisdiction over the ROW, and requires a Highway Maintenance Memorandum of Agreement with the local agency which owns the Prospect Road ROW; and

WHEREAS, until the transfer of the Prospect Road ROW is completed, the City of Tamarac is required, by FDOT Regulations, to have a Highway MMOA for said ROW; and

WHEREAS, the City received notice that FDOT prepared a Highway MMOA between the City of Tamarac and FDOT for said ROW, attached hereto as “Exhibit 1”; and

WHEREAS, the Director of Public Services and the Director of Financial Services recommend approval of the Highway MMOA, hereto attached as Exhibit “1”; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to execute the Highway MMOA with FDOT following legal review, hereto attached as Exhibit “1”; and

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 of the City of Tamarac HEREBY approve the Highway Maintenance Memorandum of Agreement, hereto attached as “Exhibit 1” and the appropriate City Officials are HEREBY authorized to execute said Highway MMOA.

Section 3: All Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

Section 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY

SECTION No.: 86518500/86518501
 FM No.: 429576-4-52-01
 AGENCY: City of Tamarac
 C.R. No.: N/A

**DISTRICT FOUR
 HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, entered into this ____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and **CITY OF TAMARAC**, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over Prospect Road, as part of the City of Tamarac roadway system from east of NW 31 Avenue to west of NW 28 Avenue; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits and the AGENCY agrees to have this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 429576-4, which involves pedestrian and bicycle connectivity; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the DEPARTMENT may not spend state funds for off-system projects; and

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the Project; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the ____ day of _____, _____, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project. The AGENCY shall satisfy any tree permit obligation imposed by Broward County.
4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2021, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2019-20, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2019, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes maintaining all roadway, drainage, sidewalk, signing and marking, and signalization improvements. The Department shall give the AGENCY ten (10) days' notice before final acceptance.
 - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.
 - b. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.
6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way. The AGENCY agrees to allow the DEPARTMENT to enter into License agreements with adjacent property owners for the purpose of the Project.

7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.
9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. The AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference at its own expense; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statues 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to comply with said request.
 - a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.
10. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
11. Drainage: The AGENCY shall cooperate with the DEPARTMENT to introduce drainage modifications related to the mobility improvements.
12. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
13. E-verify requirements: The AGENCY:
 - shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and

- shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.
14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. | |
 15. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
 16. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (January 2021), as amended, applicable to this Project:

"Cause City of Tamarac to be an additional insured party on the Contractor's Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract."
 17. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
 18. LIST OF EXHIBITS
 - **Exhibit A:** Project Scope

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:

|XXXX CITY, through its
CITY OF TAMARAC COMMISSIONERS

|

By: _____

_____ day of _____, 20____

Approved as to form by Office of |City| Attorney

By: _____

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

_____ day of _____, 20____

Approval :

Office of the General Counsel (Date)

SECTION No.:	86518500/86518501
FM No.:	429576-4-52-01
AGENCY:	City of Tamarac
C.R. No.:	N/A

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

Typical Section: Consists of 8-10ft sidewalk along both sides of the projects for use by pedestrians and bicyclist. Minor incidental roadway improvements are required as a result of swale reduction.

Signing and Pavement Markings: Provide for bicycle markings and signage along 8-10ft sidewalk. Signing and pavement marking to be refurbished at locations where impacted by roadway construction.

Signalization: Pedestrian signalization improvements at intersection of SR 7, and Banks Road.

Drainage: Miscellaneous drainage improvements related to reduction in swale capacity created by increased sidewalk width.

Landscape: Removal of landscaping impacted by roadway work.



Title - TR13644 - NW 70TH Street Pipe Bursting Project

A Resolution of the City Commission of the city of Tamarac, Florida, awarding a contract to Murphy Pipeline Contractors, Inc. utilizing pricing from an Agreement obtained through a formal competitive process by the Purchasing Cooperative of America per Contract Number OD-307-20, for the replacement of 3,600 linear feet of water pipe together along with 10 existing fire hydrants along NW 70th street between the intersection of Pine Island Road on NW 70th street to NW 80th avenue; authorizing the appropriate City Officials to execute a Purchase Order Agreement with Murphy Pipeline Contractors, Inc. For a project cost of \$684,283.64, a contingency of 10% or \$68,428.36 will be added to the project account for a total project budget of \$752,712.00; project will be funded by CIAC Fees; authorizing a Budget Amendment in an amount not to exceed the total project cost of \$752,712.00 pursuant to F.S. 166.241(2); authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
TR 13644 MEMO	7/7/2021	Cover Memo
TR 13644 RESO	7/6/2021	Resolution
TR 13644 EXHIBIT 1	7/7/2021	Exhibit
TR 13644 EXHIBIT 2	7/7/2021	Exhibit
TR 13644 EXHIBIT 3	7/7/2021	Exhibit
BACKGROUND - PCA CONTRACT OD-307-20	7/7/2021	Backup Material
BACKGROUND PCA RFP OD-307-20	7/7/2021	Backup Material

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Michael C. Cernech, City Manager

Thru: Jack Strain, Public Services Director 

From: Troy Gies, Budget and Contracts Manager

Date: July 1, 2021

Re: Temp. Reso. # 13644 – Northwest 70th Street Pipe Bursting Project - City Commission Meeting of July 14, 2021

Recommendation:

I recommend that the City Commission authorize the execution of an Agreement with Murphy Pipeline Contractors, Inc. for the NW 70th Street Pipe Bursting Project in the amount not to exceed \$684,283.64 utilizing pricing from an agreement obtained through a formal competitive solicitation process by the Purchasing Cooperative of America (PCA), per Contract Number OD-307-20. A contingency of 10% or \$68,428.36 will be added to the Project Account for a total project budget of \$752,712.00. This Project will be completed within 90 days after the Notice to Proceed is issued.

Issue:

Authorization of the execution of an Agreement with Murphy Pipeline Contractors, Inc. for the NW 70th Street Pipe Bursting Project in the amount not to exceed \$684,283.64 utilizing pricing from an agreement obtained through a formal competitive solicitation process by the Purchasing Cooperative of America (PCA), per Contract No. OD-307-20. A contingency of 10% or \$68,428.36 will be added to the Project Account for a total project budget of \$752,712.00.

Background:

The area along NW 70th Street between the intersection of Pine Island Road on NW 70th Street to NW 80th Avenue is serviced with 8-inch Cast Iron water lines. That area has experienced multiple water main breaks on this portion of NW 70th Street. In addition, a developer is building a new rental community called Eden West to be serviced by that water main. This project will consist of a tie-in to the NW 70th Street water main to feed the two new buildings. In addition, we will have a storage unit facility that will also utilize the same water main (future project). The main concern is the Golf Point Circle Community to the north on NW 70th Street, this community's main water source is off of this branch, water main breaks would be very disruptive to this community. As the City continues to expand, the pipes are being heavily utilized. The new developments coming to the City will require the mains to be upsized to allow sufficient use for both fire protection and personal use.

This project will replace 3,600 Linear Feet of 8-inch Cast Iron with 10-inch HOPE piping. In addition, ten (10) existing Fire Hydrants will be replaced to better service said area, and we will be installing numerous inline valves to isolate the area. This trenchless water main installation

is less disruptive to the customers, is provided at lower installation costs, and involves less construction time.

Within the U.S., Murphy Pipeline Contractors, Inc. has completed over 500,000 linear feet of static pipe bursting over the past decade. This technology is being adopted more and more by cities for the following reasons:

- Existing Utility path can be followed
- It is Environmentally Friendly
- Lowest Overall Project Costs
- Customer Friendly
- Minimal Schedule and Social Impact
- Pipe Diameters can be replaced with up to two sizes larger.
- Safety of Residents and Workers since no trenching and shoring is required.

Recognizing that other South Florida and National Utilities have faced these same problems and have prepared bid specifications and awarded contracts for Water Pipe Replacement, City staff researched the marketplace. Staff determined that an Agreement awarded to Murphy Pipeline Contractors, Inc. for Pipe Bursting Services by PCA through a formal competitive solicitation process provided the most competitive pricing currently in the marketplace. The City of Tamarac is a member of the PCA and the Purchasing and Contracts Manager has determined that awarding a contract to Murphy Pipeline Contractors, Inc. through the PCA Agreement is in the best interest of the City in terms of time, expense and other marketplace factors per the requirements of Section 6-148(f) of the Tamarac Procurement Code which authorizes the City to utilize contracts awarded by other governmental entities.

The Public Services Department recommends approving the Agreement with Murphy Pipeline Contractors, Inc., awarded by PCA through Contract No. OD-307-20 that contains favorable pricing, terms and conditions, was awarded on January 31, 2019 and has been renewed twice for two (2) one-year periods and is valid through February 1, 2022. The Contract includes 2 (2) additional one-year optional renewal periods. The Agreement provides for annual renewal options at the same terms, conditions and pricing as the original Agreement. Murphy Pipeline Contractors, Inc. has agreed to maintain the same terms, conditions and unit pricing as the original agreement.

Murphy Pipeline Contractors, Inc. is more than qualified to perform this highly specialized work and the company has satisfactorily performed the work in South Florida and Nationally.

Fiscal Impact:

This project will be funded by CIAC Funds; therefore, a Budget Amendment in an amount not to exceed the total project cost of \$752,712.00, pursuant to F.S. 166.241(2) will be included in a future budget amendment, for proper accounting purposes.

Commission District 4

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING A CONTRACT TO MURPHY PIPELINE CONTRACTORS, INC. UTILIZING PRICING FROM AN AGREEMENT OBTAINED THROUGH A FORMAL COMPETITIVE PROCESS BY THE PURCHASING COOPERATIVE OF AMERICA, PER CONTRACT NUMBER OD-307-20, FOR THE REPLACEMENT OF 3,600 LINEAR FEET OF WATER PIPE TOGETHER ALONG WITH 10 EXISTING FIRE HYDRANTS ALONG NW 70TH STREET BETWEEN THE INTERSECTION OF PINE ISLAND ROAD ON NW 70TH STREET TO NW 80TH AVENUE; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PURCHASE ORDER AGREEMENT WITH MURPHY PIPELINE CONTRACTORS, INC. FOR A PROJECT COST OF \$684,283.64, A CONTINGENCY OF 10% OR \$68,428.36 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF \$752,712.00; PROJECT WILL BE FUNDED BY CIAC FEES; AUTHORIZING A BUDGET AMENDMENT IN AN AMOUNT NOT TO EXCEED THE TOTAL PROJECT COST OF \$752,712.00 PURSUANT TO F.S. 166.241(2); AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the area along NW 70th Street is between the intersection of Pine Island Road on NW 70th Street to NW 80th Avenue is serviced with 8-inch Cast Iron water lines and is insufficient to provide the required fire flowrate and for personal use for current and future develop in this area; and

WHEREAS, the City has successfully replaced over 20,000 Linear Feet of water mains using pipe bursting technology utilizing Murphy Pipeline Contractors, Inc. since

2014 in Shaker Village, Spyglass, NW 47th Terrace, and University Drive; and

WHEREAS, pre-chlorinated pipe bursting has become the preferred water main replacement method in Europe with over 100 million feet replaced in the past 26 years. In the U.S., Murphy Pipeline Contractors, Inc. has completed over 500,000 Linear Feet of static pipe bursting over the past decade; and

WHEREAS, the City has decided to complete the NW 70th Street Water Main Upgrade Project utilizing Pipe Bursting Technology quoted by Murphy Pipeline Contractors, Inc., to correct the fire flow deficiencies. The cost to complete the Pipe Bursting Project without contingency is quoted at \$684,283.64; and

WHEREAS, the pipe bursting work is to be completed on NW 77th Street between the intersection of Pine Island Road on NW 70th Street to NW 80th Avenue as shown on the project location map attached hereto as "Exhibit 1"; and

WHEREAS, the Purchasing Cooperative of America (PCA), per Contract Number OD-307-20 with Murphy Pipeline Contractors, Inc. for Pipe Bursting has favorable pricing, terms, and conditions, which was awarded on January 31, 2019 and has been renewed twice for two (2) one-year periods, and is valid through February 1, 2022 (a copy of which is attached hereto as "Exhibit 2"); and

WHEREAS, the City of Tamarac is a member in good standing of the PCA; and

WHEREAS, the vendor has agreed to honor the terms, conditions, and pricing of PCA Contract Number OD-307-20, Inc. and has prepared a project proposal in the amount of \$684,283.64, attached hereto as "Exhibit 3"; and

WHEREAS, the Director of Public Services and the Purchasing Contracts Manager chose to utilize available contracts awarded by other governmental entities for Water Pipe Replacement utilizing Pipe Bursting, as provided by City Code Section 6-148 (f), which states that the purchasing officer may utilize contracts with other governmental agencies; and

WHEREAS, CIAC Fees will be used to fund the NW 70th Street Main Replacement and will require a Budget Amendment in an amount not to exceed the total project cost of \$752,712.00 PURSUANT TO F.S. 166.241(2); 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 an Agreement Amendment with Murphy Pipeline Contractors, Inc. utilizing PCA Contract Number OD-307-20, in an amount not to exceed A PROJECT COST OF \$684,283.64, a contingency of 10% or \$68,428.36 will be added to the Project Account for a total project budget of \$752,712.00.

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

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

SECTION 2: The City Commission hereby awards the pipe bursting

contract to Murphy Pipeline Contractors, Inc. utilizing Purchasing Cooperative of America Contract Number OD-307-20 for the replacement of 3,600 LF of undersized Water Main Pipe with 10-inch HDPE along with the replacement of 9 existing fire hydrants and numerous inline valves to isolate the area. The appropriate City Officials are hereby authorized to execute a Purchase Order Agreement in an amount not to exceed a project cost OF \$684,283.64, a contingency of 10% or \$68,428.36 will be added to the Project Account for a total project budget of \$752,712.00.

SECTION 3: The Director of Public Services is authorized to approve Work Tasks in accordance with the schedule of prices under said contract in an amount not to exceed a project cost of \$684,283.64, a contingency of 10% or \$68,428.36 will be added to the Project Account for a total project budget of \$752,712.00.

SECTION 4: The project will be funded by CIAC Funds and will be included in a future budget amendment not to exceed the project total cost \$752,712.00 of pursuant to F.S. 166.241(2).

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 _____ day of _____, 2021.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

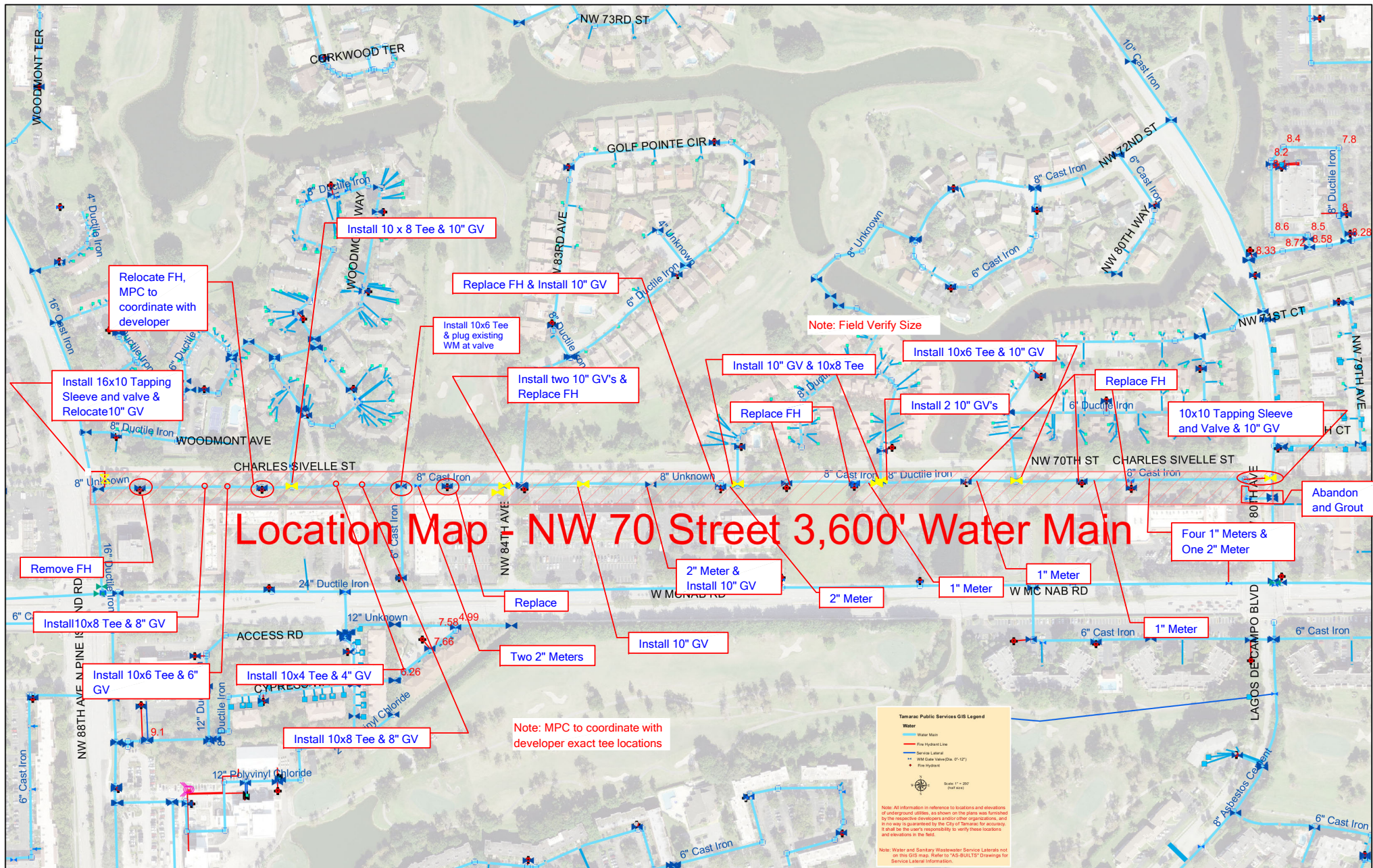
I HEREBY CERTIFY that I have
approved this RESOLUTION as
to form.

JOHN R. HERIN, JR.
CITY ATTORNEY

NW 70th Street Water Main Improvements Pipe Bursting Project

Conceptual Plan

Exhibit 1



- 1) Project includes (7) 15' x 5' bursting pits
- 2) FH Assemblies (assembly includes hydrant, fittings, valve and DIP)



[Home](#)
[Vendors](#)
[Contracts/Vendors List](#)
[Members](#)
[Solicitations](#)
[FAQs](#)
[Forms](#)
[Contact Us](#)
[Current Contracts](#)

Murphy Pipeline Contractors, Inc.

Awarded Contracts:

- PCA OD-307- 20 Trenchless Rehabilitation & Related Items and Services
- PCA 3-206-18 Trenchless Rehabilitation & Related Items and Services

Contacts:

Todd Grafenauer
 PH: 904-764-6887
 Email: toddg@murphypipelines.com

PCA Members "PCA OD-307- 20 Trenchless" or "PCA 3-206-18 Trenchless" on your Purchase Order.

Murphy Pipeline Contractors, Inc. - Trenchless Technology Solutions with the mission of reducing community impact during construction of water and force main replacement projects. Murphy Pipelines is a trenchless utility contractor, established to bring the trenchless technologies of Europe to the United States. The main focus is on pre-chlorinated pipe bursting, sliplining and Compression Fit HDPE pipe lining (Swagelining) for water and force main replacement from 2" through 78".



Please click on the logo to go directly to company's site.

Murphy Pipeline Contractors, Inc.

1876 Everlee Road
 Jacksonville, FL 32216

Phone: (904) 764-6887
 Fax: (904) 379-6193

Murphy Pipeline Contractors, Inc.

PO Box 14366
 Milwaukee, WI 53214

Phone: (414) 321-2247
 Fax: (414) 321-2297

PCA RFP OD-307-20						
Trenchless Technology Rehabilitation and Related Items & Services						
Awarded Vendor: Murphy Pipeline Contractors						
		QTY	Unit	Unit Price	Extension	Revised Unit Price
A) Cured-in-place pipe (CIPP) reconstruction of gravity sewers						
1	6" x 4.5mm	1	LF	\$40.50	\$40.50	0.94 \$ 38.07
2	8" x 4.5mm	1	LF	\$31.00	\$31.00	0.94 \$ 29.14
3	10" x 6.0mm	1	LF	\$41.50	\$41.50	0.94 \$ 39.01
4	12" x 6.0mm	1	LF	\$57.50	\$57.50	0.94 \$ 54.05
5	15" x 7.5mm	1	LF	\$66.00	\$66.00	0.94 \$ 62.04
6	18" x 9.0mm	1	LF	\$81.50	\$81.50	0.94 \$ 76.61
7	21" x 9.0mm	1	LF	\$109.50	\$109.50	0.94 \$ 102.93
8	24" x 10.5mm	1	LF	\$131.50	\$131.50	0.94 \$ 123.61
9	27" x 10.5mm	1	LF	\$155.00	\$155.00	0.94 \$ 145.70
10	30" x 12.0mm	1	LF	\$182.50	\$182.50	0.94 \$ 171.55
11	33" x 12.0mm	1	LF	\$204.00	\$204.00	0.94 \$ 191.76
12	36" x 12.0mm	1	LF	\$244.00	\$244.00	0.94 \$ 229.36
13	42" x 13.5mm	1	LF	\$285.00	\$285.00	0.94 \$ 267.90
14	48" x 15.0mm	1	LF	\$408.00	\$408.00	0.94 \$ 383.52
15	54" x 18.0mm	1	LF	\$538.00	\$538.00	0.94 \$ 505.72
16	6" & 8" Additional 1.5mm	1	LF	\$1.00	\$1.00	0.94 \$ 0.94
17	10" & 12" Additional 1.5mm	1	LF	\$2.00	\$2.00	0.94 \$ 1.88
18	15" & 18" Additional 1.5mm	1	LF	\$10.00	\$10.00	0.94 \$ 9.40
19	21" & 24" Additional 1.5mm	1	LF	\$15.00	\$15.00	0.94 \$ 14.10
20	27" Additional 1.5mm	1	LF	\$25.00	\$25.00	0.94 \$ 23.50
21	30" Additional 1.5mm	1	LF	\$25.00	\$25.00	0.94 \$ 23.50
22	33" Additional 1.5mm	1	LF	\$30.00	\$30.00	0.94 \$ 28.20
23	36" Additional 1.5mm	1	LF	\$30.00	\$30.00	0.94 \$ 28.20
24	42" Additional 1.5mm	1	LF	\$40.00	\$40.00	0.94 \$ 37.60
25	48" Additional 1.5mm	1	LF	\$50.00	\$50.00	0.94 \$ 47.00
26	54" Additional 1.5mm	1	LF	\$60.00	\$60.00	0.94 \$ 56.40
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$4.00	\$4.00	0.94 \$ 3.76
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$10.00	\$10.00	0.94 \$ 9.40
29	Timber Matting for Large Diameter Setup	1	SY	\$20.00	\$20.00	0.94 \$ 18.80
30	Internal Reconnection of service connection by robotic cutter	1	EA	\$235.00	\$235.00	0.94 \$ 220.90
Note: Any CIPP over 54" will be on an individual quote basis.						
Clean/TV & Evaluation for Gravity Sewers						
31	6" - 12" Clean & TV sewer	1	LF	\$5.50	\$5.50	0.94 \$ 5.17
32	15" - 21" Clean & TV sewer	1	LF	\$11.00	\$11.00	0.94 \$ 10.34
33	24" - 33" Clean & TV sewer	1	LF	\$19.50	\$19.50	0.94 \$ 18.33
34	36" & 42" Clean & TV sewer	1	LF	\$30.00	\$30.00	0.94 \$ 28.20
35	48" & 54" Clean & TV sewer	1	LF	\$50.00	\$50.00	0.94 \$ 47.00
36	6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$2.50	\$2.50	0.94 \$ 2.35
37	18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.00	\$4.00	0.94 \$ 3.76
38	30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$5.50	\$5.50	0.94 \$ 5.17
39	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$150.00	\$150.00	0.94 \$ 141.00
40	Root Removal	1	LF	\$3.00	\$3.00	0.94 \$ 2.82
41	Grease Removal	1	LF	\$3.00	\$3.00	0.94 \$ 2.82
42	Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,350.00	\$1,350.00	0.94 \$ 1,269.00
43	Above Ground Physical Inspection	1	LF	\$4.00	\$4.00	0.94 \$ 3.76
Bypass for sewers and associated items						
44	Set Up 4" Pump (Per Pump)	1	EA	\$450.00	\$450.00	0.94 \$ 423.00
45	Set Up 6" Pump (Per Pump)	1	EA	\$1,050.00	\$1,050.00	0.94 \$ 987.00
46	Set Up 8" Pump (Per Pump)	1	EA	\$1,500.00	\$1,500.00	0.94 \$ 1,410.00
47	Set Up 12" Pump (Per Pump)	1	EA	\$2,650.00	\$2,650.00	0.94 \$ 2,491.00
48	Set Up 4" Piping	1	LF	\$37.50	\$37.50	0.94 \$ 35.25
49	Set Up 6" Piping	1	LF	\$46.50	\$46.50	0.94 \$ 43.71
50	Set Up 8" Piping	1	LF	\$80.00	\$80.00	0.94 \$ 75.20
51	Set up 12" Piping	1	LF	\$110.00	\$110.00	0.94 \$ 103.40
52	Set up 18" Piping	1	LF	\$135.00	\$135.00	0.94 \$ 126.90
53	Operate 4" Pumping System	1	DAY	\$94.00	\$94.00	0.94 \$ 88.36
PCA RFP OD-307-20						
		QTY	Unit	Unit Price	Extension	Revised Unit Price
54	Operate 6" Pumping System	1	DAY	\$710.00	\$710.00	0.94 \$ 667.40
55	Operate 8" Pumping System	1	DAY	\$1,135.00	\$1,135.00	0.94 \$ 1,066.90
56	Operate 12" Pumping System	1	DAY	\$1,825.00	\$1,825.00	0.94 \$ 1,715.50
57	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$460.00	\$460.00	0.94 \$ 432.40
58	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$460.00	\$460.00	0.94 \$ 432.40
59	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$67.50	\$67.50	0.94 \$ 63.45
60	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$90.00	\$90.00	0.94 \$ 84.60
61	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$112.50	\$112.50	0.94 \$ 105.75
62	Bypass Plan (3rd Party Certified)	1	EA	\$2,150.00	\$2,150.00	0.94 \$ 2,021.00
CIPP reconstruction of water mains						
63	6" diameter liner	1	LF	\$80.00	\$80.00	0.94 \$ 75.20

64	8" diameter liner	1	LF	\$91.00	\$91.00	0.94	\$ 85.54
65	10" diameter liner	1	LF	\$110.00	\$110.00	0.94	\$ 103.40
66	12" diameter liner	1	LF	\$120.00	\$120.00	0.94	\$ 112.80
67	Re-opening of service connections internally	1	EA	\$350.00	\$350.00	0.94	\$ 329.00
The following items apply as applicable to sections B thru O and as needed in section A items 1-67:							
68	Mobilization	1	Day	\$200.00	\$200.00	0.94	\$ 188.00
69	Pre-Construction Video	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
	a) Survey/As-builts	1	LF	\$1.65	\$1.65	0.94	\$ 1.55
70	Erosion Control	1	LF	\$5.00	\$5.00	0.94	\$ 4.70
71	MOT						
	a) Signage	1	Day	\$250.00	\$250.00	0.94	\$ 235.00
	b) Flagmen	1	HR	\$45.00	\$45.00	0.94	\$ 42.30
	c) Message Board, Deliniators	1	Day	\$144.00	\$144.00	0.94	\$ 135.36
72	Excavation/Backfill						
	a) 0-4 feet deep	1	Cuft	\$2.00	\$2.00	0.94	\$ 1.88
	b) 4-6 feet deep	1	Cuft	\$3.00	\$3.00	0.94	\$ 2.82
	c) 6-10 feet deep	1	Cuft	\$4.00	\$4.00	0.94	\$ 3.76
	d) Dewatering to include wellpoint system or drawdown pump per pit	1	Day	\$155.00	\$155.00	0.94	\$ 145.70
	e) On Site Dump Truck (Per Truck)	1	HR	\$80.00	\$80.00	0.94	\$ 75.20
	f) Dump Truck Haul Off (Excavated Material)	1	EA	\$213.00	\$213.00	0.94	\$ 200.22
	g) Steel Plates	1	LS	\$3,543.00	\$3,543.00	0.94	\$ 3,330.42
73	Trench Shoring						
	a) 4-6 feet deep	1	F Trench	\$25.00	\$25.00	0.94	\$ 23.50
	b) 6-10 feet deep	1	LF Trench	\$35.00	\$35.00	0.94	\$ 32.90
74	Surface Restoration						
	a) Sod	1	SF	\$2.00	\$2.00	0.94	\$ 1.88
	b) 4-inch concrete	1	SF	\$8.50	\$8.50	0.94	\$ 7.99
	c) 6-inch concrete	1	SF	\$10.50	\$10.50	0.94	\$ 9.87
	d) 2-inch asphalt	1	SF	\$5.00	\$5.00	0.94	\$ 4.70
	e) 3-inch asphalt	1	SF	\$7.00	\$7.00	0.94	\$ 6.58
	f) Curb	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
75	Material extras						
	a) Lime Rock	1	SY	\$50.00	\$50.00	0.94	\$ 47.00
	b) 57/Washed Stone	1	SY	\$50.00	\$50.00	0.94	\$ 47.00
	c) Imported Sand	1	SY	\$40.00	\$40.00	0.94	\$ 37.60
	d) Gravel	1	SY	\$45.00	\$45.00	0.94	\$ 42.30
	e) Geo Grid	1	SY	\$7.75	\$7.75	0.94	\$ 7.29
B) Pipe Bursting with HDPE for Gravity Sewer Lines							
	HDPE DR 17						
76	6-inch diameter	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
77	8-inch diameter	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
78	10-inch diameter	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
79	12-inch diameter	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
80	14-inch diameter	1	LF	\$72.00	\$72.00	0.94	\$ 67.68
81	16-inch diameter	1	LF	\$92.00	\$92.00	0.94	\$ 86.48
82	18-inch diameter	1	LF	\$114.00	\$114.00	0.94	\$ 107.16
83	20-inch diameter	1	LF	\$137.00	\$137.00	0.94	\$ 128.78
	Manhole Connections						
84	6-inch	1	EA	\$150.00	\$150.00	0.94	\$ 141.00
PCA RFP OD-307-208							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit
85	8-inch	1	EA	\$200.00	\$200.00	0.94	\$ 188.00
86	10-inch	1	EA	\$250.00	\$250.00	0.94	\$ 235.00
87	12-inch	1	EA	\$300.00	\$300.00	0.94	\$ 282.00
88	14-inch	1	EA	\$350.00	\$350.00	0.94	\$ 329.00
89	16-inch	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
90	18-inch	1	EA	\$450.00	\$450.00	0.94	\$ 423.00
91	20-inch	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
	Sewer Later Connections						
92	4-inch connection						
	a) 0-4 feet deep	1	EA	\$950.00	\$950.00	0.94	\$ 893.00
	b) 4-6 feet deep	1	EA	\$1,500.00	\$1,500.00	0.94	\$ 1,410.00
	c) 6-10 feet deep	1	EA	\$2,500.00	\$2,500.00	0.94	\$ 2,350.00
93	6-inch connection						
	a) 0-4 feet deep	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00
	b) 4-6 feet deep	1	EA	\$1,900.00	\$1,900.00	0.94	\$ 1,786.00
	c) 6-10 feet deep	1	EA	\$2,900.00	\$2,900.00	0.94	\$ 2,726.00
	Clean-out Installation						
94	4-inch	1	EA	\$375.00	\$375.00	0.94	\$ 352.50
95	6-inch	1	EA	\$475.00	\$475.00	0.94	\$ 446.50
	Sewer Lateral Pipe Bursting						
96	4-inch	1	LF	\$31.00	\$31.00	0.94	\$ 29.14
97	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90

C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure							
	HDPE DR 11						
98	3-inch diameter	1	LF	\$27.00	\$27.00	0.94	\$ 25.38
99	4-inch diameter	1	LF	\$31.00	\$31.00	0.94	\$ 29.14
100	6-inch diameter	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
101	8-inch diameter	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
102	10-inch diameter	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
103	12-inch diameter	1	LF	\$55.00	\$55.00	0.94	\$ 51.70
104	14-inch diameter	1	LF	\$94.00	\$94.00	0.94	\$ 88.36
105	16-inch diameter	1	LF	\$120.00	\$120.00	0.94	\$ 112.80
106	18-inch diameter	1	LF	\$135.00	\$135.00	0.94	\$ 126.90
107	20-inch diameter	1	LF	\$170.00	\$170.00	0.94	\$ 159.80
108	24-inch diameter	1	LF	\$220.00	\$220.00	0.94	\$ 206.80
	Note: Installation with HDPE, Fusible PVC/Ductile Iron available at market price						
	Fittings						
	a) Bends and sleeves, DI						
109	6-inch	1	EA	\$375.00	\$375.00	0.94	\$ 352.50
110	8-inch	1	EA	\$425.00	\$425.00	0.94	\$ 399.50
111	10-inch	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
112	12-inch	1	EA	\$800.00	\$800.00	0.94	\$ 752.00
113	14-inch	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00
114	16-inch	1	EA	\$1,475.00	\$1,475.00	0.94	\$ 1,386.50
115	18-inch	1	EA	\$1,750.00	\$1,750.00	0.94	\$ 1,645.00
116	20-inch	1	EA	\$2,250.00	\$2,250.00	0.94	\$ 2,115.00
117	24-inch	1	EA	\$3,000.00	\$3,000.00	0.94	\$ 2,820.00
	b) Tees, DI						
118	6x6x4	1	EA	\$425.00	\$425.00	0.94	\$ 399.50
119	6x6x6	1	EA	\$475.00	\$475.00	0.94	\$ 446.50
120	8x8x4	1	EA	\$575.00	\$575.00	0.94	\$ 540.50
121	8x8x6	1	EA	\$600.00	\$600.00	0.94	\$ 564.00
122	8x8x8	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
123	10x10x4	1	EA	\$625.00	\$625.00	0.94	\$ 587.50
124	10x10x6	1	EA	\$750.00	\$750.00	0.94	\$ 705.00
125	10x10x8	1	EA	\$825.00	\$825.00	0.94	\$ 775.50
126	10x10x10	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
127	12x12x6	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
128	12x12x8	1	EA	\$1,150.00	\$1,150.00	0.94	\$ 1,081.00
129	12x12x10	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00
130	12x12x12	1	EA	\$1,275.00	\$1,275.00	0.94	\$ 1,198.50
131	14x14x14	1	EA	\$1,600.00	\$1,600.00	0.94	\$ 1,504.00
132	16x4 tee	1	EA	\$2,750.00	\$2,750.00	0.94	\$ 2,585.00
133	16x6x6 cross	1	EA	\$3,750.00	\$3,750.00	0.94	\$ 3,525.00
134	16x6 tee	1	EA	\$2,950.00	\$2,950.00	0.94	\$ 2,773.00
135	16x6 tee blowoff	1	EA	\$3,500.00	\$3,500.00	0.94	\$ 3,290.00
136	16x8x8 cross	1	EA	\$3,950.00	\$3,950.00	0.94	\$ 3,713.00
137	16x20 reducer	1	EA	\$1,250.00	\$1,250.00	0.94	\$ 1,175.00
138	18x18x18	1	EA	\$2,200.00	\$2,200.00	0.94	\$ 2,068.00
139	20 tee	1	EA	\$4,250.00	\$4,250.00	0.94	\$ 3,995.00
140	20 cross	1	EA	\$5,000.00	\$5,000.00	0.94	\$ 4,700.00
141	24 tee	1	EA	\$5,250.00	\$5,250.00	0.94	\$ 4,935.00
142	24 cross	1	EA	\$6,000.00	\$6,000.00	0.94	\$ 5,640.00
	a) Fittings available per Pound	1	LB	\$4.65	\$4.65	0.94	\$ 4.37
	Gate Valves						
143	4-inch	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
144	6-inch	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
145	8-inch	1	EA	\$1,375.00	\$1,375.00	0.94	\$ 1,292.50
PCA RFP OD-307-20							
		<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Coefficient</u>	<u>Revised Unit Price</u>
146	10-inch	1	EA	\$1,750.00	\$1,750.00	0.94	\$ 1,645.00
147	12-inch	1	EA	\$2,500.00	\$2,500.00	0.94	\$ 2,350.00
148	14-inch	1	EA	\$5,500.00	\$5,500.00	0.94	\$ 5,170.00
149	16-inch	1	EA	\$6,150.00	\$6,150.00	0.94	\$ 5,781.00
150	18-inch	1	EA	\$9,100.00	\$9,100.00	0.94	\$ 8,554.00
151	20-inch	1	EA	\$11,250.00	\$11,250.00	0.94	\$ 10,575.00
152	24-inch	1	EA	\$14,750.00	\$14,750.00	0.94	\$ 13,865.00
153	Remove valve only	1	EA	\$250.00	\$250.00	0.94	\$ 235.00
154	Install new valve vault	1	EA	\$6,000.00	\$6,000.00	0.94	\$ 5,640.00
155	Fire Hydrants	1	EA	\$3,250.00	\$3,250.00	0.94	\$ 3,055.00
	Connection at Services						
	a) Up to 1" service, short side up to 5-feet						
156	4-inch main	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
157	6-inch main	1	EA	\$450.00	\$450.00	0.94	\$ 423.00
158	8-inch main	1	EA	\$475.00	\$475.00	0.94	\$ 446.50
159	10-inch main	1	EA	\$500.00	\$500.00	0.94	\$ 470.00

160	12-inch main	1	EA	\$550.00	\$550.00	0.94	\$ 517.00
161	16-inch main	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
162	18-inch main	1	EA	\$850.00	\$850.00	0.94	\$ 799.00
163	20-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
164	24-inch main	1	EA	\$1,400.00	\$1,400.00	0.94	\$ 1,316.00
	b) Up to 2" service, short side up to 5-feet						
165	4-inch main	1	EA	\$600.00	\$600.00	0.94	\$ 564.00
166	6-inch main	1	EA	\$650.00	\$650.00	0.94	\$ 611.00
167	8-inch main	1	EA	\$675.00	\$675.00	0.94	\$ 634.50
168	10-inch main	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
169	12-inch main	1	EA	\$750.00	\$750.00	0.94	\$ 705.00
170	16-inch main	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
171	18-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
172	20-inch main	1	EA	\$1,350.00	\$1,350.00	0.94	\$ 1,269.00
173	24-inch main	1	EA	\$1,550.00	\$1,550.00	0.94	\$ 1,457.00
	c) Up to 1" service, long side up to 25-feet						
174	4-inch main	1	EA	\$775.00	\$775.00	0.94	\$ 728.50
175	6-inch main	1	EA	\$850.00	\$850.00	0.94	\$ 799.00
176	8-inch main	1	EA	\$875.00	\$875.00	0.94	\$ 822.50
177	10-inch main	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
178	12-inch main	1	EA	\$950.00	\$950.00	0.94	\$ 893.00
179	16-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
180	18-inch main	1	EA	\$1,250.00	\$1,250.00	0.94	\$ 1,175.00
181	20-inch main	1	EA	\$1,650.00	\$1,650.00	0.94	\$ 1,551.00
182	24-inch main	1	EA	\$1,800.00	\$1,800.00	0.94	\$ 1,692.00
	d) Up to 2" service, long side up to 25-feet						
183	4-inch main	1	EA	\$1,000.00	\$1,000.00	0.94	\$ 940.00
184	6-inch main	1	EA	\$1,050.00	\$1,050.00	0.94	\$ 987.00
185	8-inch main	1	EA	\$1,075.00	\$1,075.00	0.94	\$ 1,010.50
186	10-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
187	12-inch main	1	EA	\$1,150.00	\$1,150.00	0.94	\$ 1,081.00
188	16-inch main	1	EA	\$1,450.00	\$1,450.00	0.94	\$ 1,363.00
189	18-inch main	1	EA	\$1,650.00	\$1,650.00	0.94	\$ 1,551.00
190	20-inch main	1	EA	\$1,950.00	\$1,950.00	0.94	\$ 1,833.00
191	24-inch main	1	EA	\$2,200.00	\$2,200.00	0.94	\$ 2,068.00
	e) Additional service length						
192	Over 30-feet x 1"	1	LF	\$12.00	\$12.00	0.94	\$ 11.28
193	Over 30-feet x 2"	1	LF	\$15.00	\$15.00	0.94	\$ 14.10
	Note: Service pipe HDPE, Copper available at market price						
	Line Stops						
194	4-inch	1	EA	\$3,500.00	\$3,500.00	0.94	\$ 3,290.00
195	6-inch	1	EA	\$4,500.00	\$4,500.00	0.94	\$ 4,230.00
196	8-inch	1	EA	\$5,000.00	\$5,000.00	0.94	\$ 4,700.00
197	10-inch	1	EA	\$5,000.00	\$5,000.00	0.94	\$ 4,700.00
198	12-inch	1	EA	\$7,000.00	\$7,000.00	0.94	\$ 6,580.00
199	16-inch	1	EA	\$15,000.00	\$15,000.00	0.94	\$ 14,100.00
200	18-inch	1	EA	\$18,000.00	\$18,000.00	0.94	\$ 16,920.00
201	20-inch	1	EA	\$19,000.00	\$19,000.00	0.94	\$ 17,860.00
202	24-inch	1	EA	\$21,000.00	\$21,000.00	0.94	\$ 19,740.00
	Bypass for water main pipe bursting or CIPP lining						
203	2-inch temporary	1	LF	\$23.00	\$23.00	0.94	\$ 21.62
204	4-inch temporary	1	LF	\$26.00	\$26.00	0.94	\$ 24.44
205	6-inch temporary	1	LF	\$31.00	\$31.00	0.94	\$ 29.14
	Temporary service connections for water main bypass						
206	2-inch short side	1	EA	\$275.00	\$275.00	0.94	\$ 258.50
207	2-inch long side	1	EA	\$375.00	\$375.00	0.94	\$ 352.50
208	4-inch short side	1	EA	\$300.00	\$300.00	0.94	\$ 282.00
209	4-inch long side	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
210	6-inch short side	1	EA	\$325.00	\$325.00	0.94	\$ 305.50
211	6-inch long side	1	EA	\$425.00	\$425.00	0.94	\$ 399.50
D) Polyethylene (PE) Sewer Pipe Sliplining							
	PE Pipe DR 22.5						
212	4-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
213	6-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
214	8-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
215	10-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
216	12-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
217	Annular Space - Grouting	1	CY	\$300.00	\$300.00	0.94	\$ 282.00
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
E) Procedures for Rehabilitation of Existing Pipelines							
	Pipe String Fusion						
218	4-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
219	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
220	8-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60

221	10-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
222	12-inch	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
	Pressure Testing						
223	4-12 inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88
224	Charge Water	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94
	Chlorination						
225	4-inch	1	LF	\$1.00	\$1.00	0.94	\$ 0.94
226	6-inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41
227	8-inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88
228	10-inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
229	12-inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
230	BT Test	1	EA	\$250.00	\$250.00	0.94	\$ 235.00
	Flushing						
231	4-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47
232	Charge Water	1	K-Gals	\$0.50	\$0.50	0.94	\$ 0.47
	Dechlorination						
233	4-12 inch	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits							
	Compression Fit HDPE Pipe Lining						
	a) Camera						
234	0-10 inch	1	LF	\$1.00	\$1.00	0.94	\$ 0.94
235	10-24 inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41
236	25-36 inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88
237	37-48 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
238	Over 48 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
	b) Clean						
239	0-10 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
240	10-24 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
241	25-36 inch	1	LF	\$3.50	\$3.50	0.94	\$ 3.29
242	37-48 inch	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
243	Over 48 inch	1	LF	\$4.50	\$4.50	0.94	\$ 4.23
	c) Pigging	See item G) Pig Cleaning					
	d) Gauging						
244	0-10 inch	1	LF	\$5.00	\$5.00	0.94	\$ 4.70
245	10-24 inch	1	LF	\$8.00	\$8.00	0.94	\$ 7.52
246	25-36 inch	1	LF	\$11.00	\$11.00	0.94	\$ 10.34
247	37-48 inch	1	LF	\$14.00	\$14.00	0.94	\$ 13.16
248	Over 48 inch	1	Per-inch	\$1.00	\$1.00	0.94	\$ 0.94
249	e) Obstruction Removal	1	EA	\$600.00	\$600.00	0.94	\$ 564.00
	f) Pipe Liner Insertion						
	1) PE 4710 DR 41						
250	4-inch	1	LF	\$10.00	\$10.00	0.94	\$ 9.40
251	6-inch	1	LF	\$20.00	\$20.00	0.94	\$ 18.80
252	8-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
253	10-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
254	12-inch	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
255	16-inch	1	LF	\$75.00	\$75.00	0.94	\$ 70.50
256	18-inch	1	LF	\$95.00	\$95.00	0.94	\$ 89.30
257	20-inch	1	LF	\$130.00	\$130.00	0.94	\$ 122.20
258	24-inch	1	LF	\$180.00	\$180.00	0.94	\$ 169.20
259	30-inch	1	LF	\$240.00	\$240.00	0.94	\$ 225.60
260	36-inch	1	LF	\$280.00	\$280.00	0.94	\$ 263.20
261	42-inch	1	LF	\$340.00	\$340.00	0.94	\$ 319.60
262	48-inch	1	LF	\$400.00	\$400.00	0.94	\$ 376.00
263	54-inch	1	LF	\$475.00	\$475.00	0.94	\$ 446.50
	2) PE 4710 DR 32.5						
264	4-inch	1	LF	\$20.00	\$20.00	0.94	\$ 18.80
265	6-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
266	8-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
267	10-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
268	12-inch	1	LF	\$55.00	\$55.00	0.94	\$ 51.70
269	16-inch	1	LF	\$80.00	\$80.00	0.94	\$ 75.20
270	18-inch	1	LF	\$105.00	\$105.00	0.94	\$ 98.70
271	20-inch	1	LF	\$150.00	\$150.00	0.94	\$ 141.00
272	24-inch	1	LF	\$200.00	\$200.00	0.94	\$ 188.00
273	30-inch	1	LF	\$260.00	\$260.00	0.94	\$ 244.40

274	36-inch	1	LF	\$300.00	\$300.00	0.94	\$ 282.00
275	42-inch	1	LF	\$360.00	\$360.00	0.94	\$ 338.40
276	48-inch	1	LF	\$420.00	\$420.00	0.94	\$ 394.80
277	54-inch	1	LF	\$475.00	\$475.00	0.94	\$ 446.50
	3) PE 4710 DR 26						
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
278	4-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
279	6-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
280	8-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
281	10-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
282	12-inch	1	LF	\$60.00	\$60.00	0.94	\$ 56.40
283	16-inch	1	LF	\$90.00	\$90.00	0.94	\$ 84.60
284	18-inch	1	LF	\$120.00	\$120.00	0.94	\$ 112.80
285	20-inch	1	LF	\$175.00	\$175.00	0.94	\$ 164.50
286	24-inch	1	LF	\$220.00	\$220.00	0.94	\$ 206.80
287	30-inch	1	LF	\$280.00	\$280.00	0.94	\$ 263.20
288	36-inch	1	LF	\$300.00	\$300.00	0.94	\$ 282.00
289	42-inch	1	LF	\$380.00	\$380.00	0.94	\$ 357.20
290	48-inch	1	LF	\$440.00	\$440.00	0.94	\$ 413.60
291	54-inch	1	LF	\$505.00	\$505.00	0.94	\$ 474.70
	4) PE 4710 DR 21						
292	4-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
293	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
294	8-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
295	10-inch	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
296	12-inch	1	LF	\$65.00	\$65.00	0.94	\$ 61.10
297	16-inch	1	LF	\$100.00	\$100.00	0.94	\$ 94.00
298	18-inch	1	LF	\$130.00	\$130.00	0.94	\$ 122.20
299	20-inch	1	LF	\$190.00	\$190.00	0.94	\$ 178.60
300	24-inch	1	LF	\$240.00	\$240.00	0.94	\$ 225.60
301	30-inch	1	LF	\$310.00	\$310.00	0.94	\$ 291.40
302	36-inch	1	LF	\$330.00	\$330.00	0.94	\$ 310.20
303	42-inch	1	LF	\$400.00	\$400.00	0.94	\$ 376.00
304	48-inch	1	LF	\$460.00	\$460.00	0.94	\$ 432.40
305	54-inch	1	LF	\$535.00	\$535.00	0.94	\$ 502.90
	5) PE 4710 DR 17						
306	4-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
307	6-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
308	8-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
309	10-inch	1	LF	\$55.00	\$55.00	0.94	\$ 51.70
310	12-inch	1	LF	\$70.00	\$70.00	0.94	\$ 65.80
311	16-inch	1	LF	\$110.00	\$110.00	0.94	\$ 103.40
312	18-inch	1	LF	\$140.00	\$140.00	0.94	\$ 131.60
313	20-inch	1	LF	\$205.00	\$205.00	0.94	\$ 192.70
314	24-inch	1	LF	\$260.00	\$260.00	0.94	\$ 244.40
315	30-inch	1	LF	\$340.00	\$340.00	0.94	\$ 319.60
316	36-inch	1	LF	\$360.00	\$360.00	0.94	\$ 338.40
317	42-inch	1	LF	\$430.00	\$430.00	0.94	\$ 404.20
318	48-inch	1	LF	\$485.00	\$485.00	0.94	\$ 455.90
319	54-inch	1	LF	\$585.00	\$555.00	0.94	\$ 521.70
G) Pig Cleaning							
	Foam Pig						
320	0-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47
321	13-24 inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41
322	25-36 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
323	37-48 inch	1	LF	\$3.50	\$3.50	0.94	\$ 3.29
324	Over 48 inch	1	LF	\$5.00	\$5.00	0.94	\$ 4.70
	Wire Bullet Pig						
325	0-12 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
326	13-24 inch	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
327	25-36 inch	1	LF	\$6.00	\$6.00	0.94	\$ 5.64
328	37-48 inch	1	LF	\$9.00	\$9.00	0.94	\$ 8.46
329	Over 48 inch	1	LF	\$12.00	\$12.00	0.94	\$ 11.28
	Blade Scraper Pig						
330	0-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47
331	13-24 inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41
332	25-36 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
333	37-48 inch	1	LF	\$3.50	\$3.50	0.94	\$ 3.29
334	Over 48 inch	1	LF	\$5.00	\$5.00	0.94	\$ 4.70
H) Time and Material Unit Rates for Change Orders							

	Materials, Subcontractors and Rentals						
335	Markup = 15%						
336	Sales Taxes = Per Jurisdiction						
	Labor						
337	Executive Supervisor	1	HR	\$85.00	\$85.00	0.94	\$ 79.90
	a) Project Management	1	HR	\$75.00	\$75.00	0.94	\$ 70.50
338	Superintendent	1	HR	\$45.00	\$45.00	0.94	\$ 42.30
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
339	Administrator	1	HR	\$25.00	\$25.00	0.94	\$ 23.50
340	Crew Chief	1	HR	\$40.00	\$40.00	0.94	\$ 37.60
341	Equipment Operator	1	HR	\$35.00	\$35.00	0.94	\$ 32.90
342	Pipelayer - Skilled	1	HR	\$30.00	\$30.00	0.94	\$ 28.20
343	Pipelayer - Helper	1	HR	\$28.00	\$28.00	0.94	\$ 26.32
344	Laborer - Unskilled	1	HR	\$25.00	\$25.00	0.94	\$ 23.50
I) Directional Drilling & Pipe Installation							
345	2-inch	1	LF	\$19.00	\$19.00	0.94	\$ 17.86
346	4-inch	1	LF	\$26.00	\$26.00	0.94	\$ 24.44
347	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
348	8-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
349	10-inch	1	LF	\$55.00	\$55.00	0.94	\$ 51.70
350	12-inch	1	LF	\$72.00	\$72.00	0.94	\$ 67.68
351	14-inch	1	LF	\$89.00	\$89.00	0.94	\$ 83.66
352	16-inch	1	LF	\$100.00	\$100.00	0.94	\$ 94.00
353	18-inch	1	LF	\$115.00	\$115.00	0.94	\$ 108.10
354	20-inch	1	LF	\$180.00	\$180.00	0.94	\$ 169.20
355	24-inch	1	LF	\$240.00	\$240.00	0.94	\$ 225.60
J) Gravity Sewer CIPP Lateral Renewal Systems							
356	4 inch lateral up to 25 lf	1	EA	\$1,500.00	\$1,500.00	0.94	\$ 1,410.00
357	6 inch lateral up to 25 lf	1	EA	\$1,750.00	\$1,750.00	0.94	\$ 1,645.00
358	4 inch tophat installation	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
359	6 inch tophat installation	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
K) Manhole Rehabilitation							
360	4 foot diameter						
	a) Mud Interior Coating	1	VF	\$250.00	\$250.00	0.94	\$ 235.00
	b) Epoxy sprayed Interior Coating	1	VF	\$373.00	\$373.00	0.94	\$ 350.62
	c) New manhole installation	1	VF	\$1,171.00	\$1,171.00	0.94	\$ 1,100.74
361	6 foot diameter	1	VF	\$266.00	\$260.00	0.94	\$ 244.40
362	Lift station rehabilitation	1	SF	\$18.00	\$18.00	0.94	\$ 16.92
363	Existing coating removal	1	SF	\$5.00	\$5.00	0.94	\$ 4.70
364	Adjust existing manhole cover and ring (grass)	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
365	Adjust existing manhole cover and ring (Asphalt)	1	EA	\$600.00	\$600.00	0.94	\$ 564.00
366	Install new manhole ring and cover (grass)	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
367	Install new manhole ring and cover (Asphalt)	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
368	Furnish and install manhole chimney seal	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
369	Re-construct manhole bench and channel flow	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
L) Slip-lining down to DR 11							
370	4-inch	1	EA	\$30.00	\$30.00	0.94	\$ 28.20
371	6-inch	1	EA	\$35.00	\$35.00	0.94	\$ 32.90
372	8-inch	1	EA	\$40.00	\$40.00	0.94	\$ 37.60
373	10-inch	1	EA	\$50.00	\$50.00	0.94	\$ 47.00
374	12-inch	1	EA	\$70.00	\$70.00	0.94	\$ 65.80
375	16-inch	1	EA	\$100.00	\$100.00	0.94	\$ 94.00
376	18-inch	1	EA	\$115.00	\$115.00	0.94	\$ 108.10
377	24-inch	1	EA	\$240.00	\$240.00	0.94	\$ 225.60
378	30-inch	1	EA	\$320.00	\$320.00	0.94	\$ 300.80
379	36-inch	1	EA	\$380.00	\$380.00	0.94	\$ 357.20
380	42-inch	1	EA	\$420.00	\$420.00	0.94	\$ 394.80
381	48-inch	1	EA	\$480.00	\$480.00	0.94	\$ 451.20
382	54-inch	1	EA	\$640.00	\$640.00	0.94	\$ 601.60
383	63-inch	1	EA	\$750.00	\$750.00	0.94	\$ 705.00
M) Large Diameter HDPE							
	Pipe String Fusion						
384	14-inch	1	LF	\$55.00	\$55.00	0.94	\$ 51.70
385	16-inch	1	LF	\$65.00	\$65.00	0.94	\$ 61.10
386	18-inch	1	LF	\$75.00	\$75.00	0.94	\$ 70.50
387	20-inch	1	LF	\$85.00	\$85.00	0.94	\$ 79.90
388	24-inch	1	LF	\$105.00	\$105.00	0.94	\$ 98.70
389	30-inch	1	LF	\$135.00	\$135.00	0.94	\$ 126.90
390	36-inch	1	LF	\$170.00	\$170.00	0.94	\$ 159.80
391	48-inch	1	LF	\$220.00	\$220.00	0.94	\$ 206.80
	Pressure Testing						

392	14-48 inch	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
393	Charge Water	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94
N) Pipe Bursting for Force Main Replacement Procedure							
	HDPE DR 11						
394	3-inch diameter	1	LF	\$48.00	\$48.00	0.94	\$ 45.12
395	4-inch diameter	1	LF	\$57.00	\$57.00	0.94	\$ 53.58
396	6-inch diameter	1	LF	\$74.00	\$74.00	0.94	\$ 69.56
397	8-inch diameter	1	LF	\$96.00	\$96.00	0.94	\$ 90.24
398	10-inch diameter	1	LF	\$108.00	\$108.00	0.94	\$ 101.52
399	12-inch diameter	1	LF	\$135.00	\$135.00	0.94	\$ 126.90
400	14-inch diameter	1	LF	\$150.00	\$150.00	0.94	\$ 141.00
401	16-inch diameter	1	LF	\$185.00	\$185.00	0.94	\$ 173.90
402	18-inch diameter	1	LF	\$210.00	\$210.00	0.94	\$ 197.40
403	20-inch diameter	1	LF	\$245.00	\$245.00	0.94	\$ 230.30
404	24-inch diameter	1	LF	\$275.00	\$275.00	0.94	\$ 258.50
405	30-inch diameter	1	LF	\$350.00	\$350.00	0.94	\$ 329.00
406	36-inch diameter	1	LF	\$385.00	\$385.00	0.94	\$ 361.90
407	42-inch diameter	1	LF	\$425.00	\$425.00	0.94	\$ 399.50
408	48-inch diameter	1	LF	\$500.00	\$500.00	0.94	\$ 470.00
409	54-inch diameter	1	LF	\$600.00	\$600.00	0.94	\$ 564.00
	Plug Valves						
410	4-inch	1	EA	\$1,062.00	\$1,062.00	0.94	\$ 998.28
411	6-inch	1	EA	\$1,700.00	\$1,700.00	0.94	\$ 1,598.00
412	8-inch	1	EA	\$2,233.00	\$2,233.00	0.94	\$ 2,099.02
413	10-inch	1	EA	\$3,064.00	\$3,064.00	0.94	\$ 2,880.16
414	12-inch	1	EA	\$3,543.00	\$3,543.00	0.94	\$ 3,330.42
415	16-inch	1	EA	\$5,103.00	\$5,103.00	0.94	\$ 4,796.82
416	18-inch	1	EA	\$8,546.00	\$8,546.00	0.94	\$ 8,033.24
417	20-inch	1	EA	\$13,387.00	\$13,387.00	0.94	\$ 12,583.78
418	24-inch	1	EA	\$18,238.00	\$18,238.00	0.94	\$ 17,143.72
419	30-inch	1	EA	\$31,455.00	\$31,455.00	0.94	\$ 29,567.70
420	36-inch	1	EA	\$45,054.00	\$45,054.00	0.94	\$ 42,350.76
421	42-inch	1	EA	\$54,764.00	\$54,764.00	0.94	\$ 51,478.16
422	48-inch	1	EA	\$61,924.00	\$61,924.00	0.94	\$ 58,208.56
423	54-inch	1	EA	\$69,814.00	\$69,814.00	0.94	\$ 65,625.16
	ARV Vacuum/Air/With structure						
424	2-inch	1	EA	\$4,572.00	\$4,572.00	0.94	\$ 4,297.68
425	4-inch	1	EA	\$11,543.00	\$11,543.00	0.94	\$ 10,850.42
426	6-inch	1	EA	\$14,622.00	\$14,622.00	0.94	\$ 13,744.68
	Blow Off/With box						
427	2-inch	1	EA	\$2,544.00	\$2,544.00	0.94	\$ 2,391.36
428	4-inch	1	EA	\$4,599.00	\$4,599.00	0.94	\$ 4,323.06
429	6-inch	1	EA	\$7,815.00	\$7,815.00	0.94	\$ 7,346.10
430	Tracer Wire	1	LF	\$1.63	\$1.63	0.94	\$ 1.53
							\$ -
O) Modular Pipe Bursting							
431	Manhole set up fee	1	EA	\$24,750.00	\$24,750.00	0.94	\$ 23,265.00
432	8-inch	1	LF	\$156.00	\$156.00	0.94	\$ 146.64
433	10-inch	1	LF	\$170.00	\$170.00	0.94	\$ 159.80
434	12-inch	1	LF	\$186.00	\$186.00	0.94	\$ 174.84
435	14-Inch	1	LF	\$201.00	\$201.00	0.94	\$ 188.94
436	16-inch	1	LF	\$226.00	\$226.00	0.94	\$ 212.44
437	18-inch	1	LF	\$268.00	\$268.00	0.94	\$ 251.92
P) Extended Warranty							
438	Past 1 year, extended warranty offered at 1.93% of contract value per year						
Q) On Grade Horizontal Gravity Sewer Directional Drill							
439	8-inch	1	LF	\$213.00	\$213.00	0.94	\$ 200.22
440	10-inch	1	LF	\$239.00	\$239.00	0.94	\$ 224.66
441	12-inch	1	LF	\$266.00	\$266.00	0.94	\$ 250.04



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July 07, 2021

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 6011 Nob Hill Road, Second Floor, Tamarac, FL 33321
 Tel: 954.597.3706

Subject: NW 70th Street Water Main Improvement Project

Dear Mr. Doherty:

Murphy Pipeline Contractors (MPC) is pleased to submit the attached unit price proposal for professional services to your team for the City of Tamarac NW 70th Street Water Main Improvements Project.

MPC agrees to allow and extend its prices per the contract document of the PCA RFP OD-307-20, Trenchless Technology Rehabilitation and Related Items & Services Agreement to the City of Tamarac, Florida.

PROJECT INTRODUCTION

MPC proposes to perform rehabilitation/replacement of Tamarac's existing 8-inch water main with 10-inch HDPE DR 11 pipe replacement via Pre-Chlorinated Pipe Bursting; including all water main and service lines connections, valves and fittings, fire hydrant assemblies and services outlined in the conceptual design Exhibit 1.



The area of work is defined as follows; along NW 70th Street between N Pine Island Road & NW 80th Ave.

SCOPE OF SERVICES

The MPC proposal is defined by the conceptual plan and unit prices, created in conjunction with the City of Tamarac. City of Tamarac construction details and right-of-way requirements are to be strictly followed by MPC personnel for the successful completion of this project.



Corporate Headquarters
 OFFICE: 904.764.6887 FAX: 904.379.6193
 ADDRESS: 12235 New Berlin Road, Jacksonville FL 32226
 Feasibility Support Office
 OFFICE: 414.321.2247 FAX: 414.321.2297
 ADDRESS: 1973 S 91st Street Milwaukee WI 53227
 murphypipelines.com

The scope of services MPC shall provide are as follows:

- Project Mobilization
- Preconstruction Video
- Maintenance of Traffic
 - Plan submission for City of Tamarac review and approval
 - Furnish and install approved traffic control devices
- Existing Utility Verification
- MPC to provide all necessary materials for water main installation, excluding meters and meter boxes
- Water Service By-pass for the pipe bursting
- 8" Existing WM to 10" Pipe Bursting w/ HDPE DR 11 (DIPS)
- Pipe Bursting shall strictly follow Pre-Chlorinated Pipe Bursting Specifications
- All necessary regulatory agency notifications
- MPC to install all water services and replace existing meter with box, provided by the City of Tamarac.
- Backfilling and Compaction; densities submitted with project closeout, including bursting pit restorations in accordance with City of Tamarac Standard Details
- Restoration to like new or better
- Demobilization
- Standard Insurance Coverage to comply with project requirements.
- Standard 1 Year Warranty.

We have noted, assumed, or excluded the following:

1. During the conceptual design creation MPC had no knowledge of existing utilities in the area. Field adjustments will be proposed and made with City of Tamarac approval.
2. Permits are excluded for this project; MPC shall assist the City of Tamarac with permit procurement; if necessary. MPC to complete all necessary regulatory agency (e.g. DEP) notification to complete pipe bursting.
3. MPC to assist City of Tamarac with community notification. Included but not limited to site meetings, community presentations, project signs and door hanger notification.
4. Shop drawings to be submitted to the City of Tamarac and approved prior to ordering, precast and/or manufacture.
5. MPC shall not take liability of drawings used for construction. They are intended for conceptual layouts. Engineering and design is not in MPC scope of work.

Information to be Provided by Client

- Copies of all relevant data, including correspondence, reports, plans, permits, or information in its possession which may be beneficial to the work effort performed by MPC.

SCHEDULE AND FEES

MPC shall coordinate and submit a project schedule for review. Schedule based on a mutually agreed Notice to Proceed between City of Tamarac and MPC. We are proposing 60 days for pre-construction activities, mobilization, water main installation, restoration and project closeout; excluding material procurement.



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The total unit price fee for this project will be as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Unit Price Fees</u>	<u>Total Fees</u>
1	Pipe Bursting and Associated Items listed in Unit Price Proposal	\$684,283.64	\$684,283.64
	PROJECT TOTAL		\$684,283.64

Should you have any questions, please do not hesitate to contact me at my office at (954) 842-4771, my cell phone at (954) 254-7898 or send me an electronic message at rcrow@teamipr.com

Respectfully submitted,

Richard Crow
 Murphy Pipeline Contractor
 Regional Manager

cc. Andy Mayer, President of Murphy Pipelines

Enclosed attachments

1. PCA RFP OD-307-20, Trenchless Technology Rehabilitation and Related Items & Services Agreement
2. NW 70th Street Conceptual Design (Exhibit 1)

PCA RFP OD-307-20									
Trenchless Technology Rehabilitation and Related Items & Services									
Awarded Vendor: Murphy Pipeline Contractors									
Price List Date: 9-24-2020									
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price	QTY	Total Price
A) Cured-in-place pipe (CIPP) reconstruction of gravity sewers									
1	6" x 4.5mm	1	LF	\$40.50	\$40.50	0.94	\$ 38.07		
2	8" x 4.5mm	1	LF	\$31.00	\$31.00	0.94	\$ 29.14		
3	10" x 6.0mm	1	LF	\$41.50	\$41.50	0.94	\$ 39.01		
4	12" x 6.0mm	1	LF	\$57.50	\$57.50	0.94	\$ 54.05		
5	15" x 7.5mm	1	LF	\$66.00	\$66.00	0.94	\$ 62.04		
6	18" x 9.0mm	1	LF	\$81.50	\$81.50	0.94	\$ 76.61		
7	21" x 9.0mm	1	LF	\$109.50	\$109.50	0.94	\$ 102.93		
8	24" x 10.5mm	1	LF	\$131.50	\$131.50	0.94	\$ 123.61		
9	27" x 10.5mm	1	LF	\$155.00	\$155.00	0.94	\$ 145.70		
10	30" x 12.0mm	1	LF	\$182.50	\$182.50	0.94	\$ 171.55		
11	33" x 12.0mm	1	LF	\$204.00	\$204.00	0.94	\$ 191.76		
12	36" x 12.0mm	1	LF	\$244.00	\$244.00	0.94	\$ 229.36		
13	42" x 13.5mm	1	LF	\$285.00	\$285.00	0.94	\$ 267.90		
14	48" x 15.0mm	1	LF	\$408.00	\$408.00	0.94	\$ 383.52		
15	54" x 18.0mm	1	LF	\$538.00	\$538.00	0.94	\$ 505.72		
16	6" & 8" Additional 1.5mm	1	LF	\$1.00	\$1.00	0.94	\$ 0.94		
17	10" & 12" Additional 1.5mm	1	LF	\$2.00	\$2.00	0.94	\$ 1.88		
18	15" & 18" Additional 1.5mm	1	LF	\$10.00	\$10.00	0.94	\$ 9.40		
19	21" & 24" Additional 1.5mm	1	LF	\$15.00	\$15.00	0.94	\$ 14.10		
20	27" Additional 1.5mm	1	LF	\$25.00	\$25.00	0.94	\$ 23.50		
21	30" Additional 1.5mm	1	LF	\$25.00	\$25.00	0.94	\$ 23.50		
22	33" Additional 1.5mm	1	LF	\$30.00	\$30.00	0.94	\$ 28.20		
23	36" Additional 1.5mm	1	LF	\$30.00	\$30.00	0.94	\$ 28.20		
24	42" Additional 1.5mm	1	LF	\$40.00	\$40.00	0.94	\$ 37.60		
25	48" Additional 1.5mm	1	LF	\$50.00	\$50.00	0.94	\$ 47.00		
26	54" Additional 1.5mm	1	LF	\$60.00	\$60.00	0.94	\$ 56.40		
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$4.00	\$4.00	0.94	\$ 3.76		
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$10.00	\$10.00	0.94	\$ 9.40		
29	Timber Matting for Large Diameter Setup	1	SY	\$20.00	\$20.00	0.94	\$ 18.80		
30	Internal Reconnection of service connection by robotic cutter	1	EA	\$235.00	\$235.00	0.94	\$ 220.90		
Note: Any CIPP over 54" will be on an individual quote basis.									
Clean/TV & Evaluation for Gravity Sewers									
31	6" - 12" Clean & TV sewer	1	LF	\$5.50	\$5.50	0.94	\$ 5.17		
32	15" - 21" Clean & TV sewer	1	LF	\$11.00	\$11.00	0.94	\$ 10.34		
33	24" - 33" Clean & TV sewer	1	LF	\$19.50	\$19.50	0.94	\$ 18.33		
34	36" & 42" Clean & TV sewer	1	LF	\$30.00	\$30.00	0.94	\$ 28.20		
35	48" & 54" Clean & TV sewer	1	LF	\$50.00	\$50.00	0.94	\$ 47.00		
36	6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$2.50	\$2.50	0.94	\$ 2.35		
37	18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.00	\$4.00	0.94	\$ 3.76		
38	30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$5.50	\$5.50	0.94	\$ 5.17		
39	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$150.00	\$150.00	0.94	\$ 141.00		
40	Root Removal	1	LF	\$3.00	\$3.00	0.94	\$ 2.82		
41	Grease Removal	1	LF	\$3.00	\$3.00	0.94	\$ 2.82		
42	Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,350.00	\$1,350.00	0.94	\$ 1,269.00		
43	Above Ground Physical Inspection	1	LF	\$4.00	\$4.00	0.94	\$ 3.76		
Bypass for sewers and associated items									
44	Set Up 4" Pump (Per Pump)	1	EA	\$450.00	\$450.00	0.94	\$ 423.00		
45	Set Up 6" Pump (Per Pump)	1	EA	\$1,050.00	\$1,050.00	0.94	\$ 987.00		
46	Set Up 8" Pump (Per Pump)	1	EA	\$1,500.00	\$1,500.00	0.94	\$ 1,410.00		
47	Set Up 12" Pump (Per Pump)	1	EA	\$2,650.00	\$2,650.00	0.94	\$ 2,491.00		
48	Set Up 4" Piping	1	LF	\$37.50	\$37.50	0.94	\$ 35.25		
49	Set Up 6" Piping	1	LF	\$46.50	\$46.50	0.94	\$ 43.71		
50	Set Up 8" Piping	1	LF	\$80.00	\$80.00	0.94	\$ 75.20		
51	Set up 12" Piping	1	LF	\$110.00	\$110.00	0.94	\$ 103.40		
52	Set up 18" Piping	1	LF	\$135.00	\$135.00	0.94	\$ 126.90		
53	Operate 4" Pumping System	1	DAY	\$94.00	\$94.00	0.94	\$ 88.36		

PCA RFP OD-307-20									
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price		
54	Operate 6" Pumping System	1	DAY	\$710.00	\$710.00	0.94	\$ 667.40		
55	Operate 8" Pumping System	1	DAY	\$1,135.00	\$1,135.00	0.94	\$ 1,066.90		
56	Operate 12" Pumping System	1	DAY	\$1,825.00	\$1,825.00	0.94	\$ 1,715.50		
57	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$460.00	\$460.00	0.94	\$ 432.40		
58	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$460.00	\$460.00	0.94	\$ 432.40		
59	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$67.50	\$67.50	0.94	\$ 63.45		
60	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$90.00	\$90.00	0.94	\$ 84.60		
61	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$112.50	\$112.50	0.94	\$ 105.75		
62	Bypass Plan (3rd Party Certified)	1	EA	\$2,150.00	\$2,150.00	0.94	\$ 2,021.00		
CIPP reconstruction of water mains									
63	6" diameter liner	1	LF	\$80.00	\$80.00	0.94	\$ 75.20		
64	8" diameter liner	1	LF	\$91.00	\$91.00	0.94	\$ 85.54		
65	10" diameter liner	1	LF	\$110.00	\$110.00	0.94	\$ 103.40		
66	12" diameter liner	1	LF	\$120.00	\$120.00	0.94	\$ 112.80		
67	Re-opening of service connections internally	1	EA	\$350.00	\$350.00	0.94	\$ 329.00		
The following items apply as applicable to sections B thru O and as needed in section A items 1-67:									
68	Mobilization	1	Day	\$200.00	\$200.00	0.94	\$ 188.00	60	\$ 11,280.00
69	Pre-Construction Video	1	LF	\$4.00	\$4.00	0.94	\$ 3.76	3620	\$ 8,166.72
a)	Survey/As-builts	1	LF	\$1.65	\$1.65	0.94	\$ 1.55	3620	\$ 5,614.62
70	Erosion Control	1	LF	\$5.00	\$5.00	0.94	\$ 4.70		
71	MOT								
a)	Signage	1	Day	\$250.00	\$250.00	0.94	\$ 235.00	60	\$ 14,100.00
b)	Flagmen	1	HR	\$45.00	\$45.00	0.94	\$ 42.30	48	\$ 2,030.40
c)	Message Board, Delimiters	1	Day	\$144.00	\$144.00	0.94	\$ 135.36	10	\$ 1,353.60
72	Excavation/Backfill								
a)	0-4 feet deep	1	CuYd	\$2.00	\$2.00	0.94	\$ 1.88	10120	\$ 19,025.60
b)	4-6 feet deep	1	CuYd	\$3.00	\$3.00	0.94	\$ 2.82	1000	\$ 2,820.00
c)	6-10 feet deep	1	CuYd	\$4.00	\$4.00	0.94	\$ 3.76		
d)	Dewatering to include wellpoint system or drawdown pump per pit	1	Day	\$155.00	\$155.00	0.94	\$ 145.70		
e)	On Site Dump Truck (Per Truck)	1	HR	\$80.00	\$80.00	0.94	\$ 75.20		
f)	Dump Truck Haul Off (Excavated Material)	1	EA	\$213.00	\$213.00	0.94	\$ 200.22		
g)	Steel Plates	1	LS	\$3,543.00	\$3,543.00	0.94	\$ 3,330.42	1	\$ 3,330.42
73	Trench Shoring								
a)	4-6 feet deep	1	F Trench	\$25.00	\$25.00	0.94	\$ 23.50	30	\$ 705.00
b)	6-10 feet deep	1	LF Trench	\$35.00	\$35.00	0.94	\$ 32.90		
74	Surface Restoration								
a)	Sod	1	SF	\$2.00	\$2.00	0.94	\$ 1.88	2000	\$ 3,760.00
b)	4-inch concrete	1	SF	\$8.50	\$8.50	0.94	\$ 7.99		
c)	6-inch concrete	1	SF	\$10.50	\$10.50	0.94	\$ 9.87	1200	\$ 11,844.00
d)	2-inch asphalt	1	SF	\$5.00	\$5.00	0.94	\$ 4.70	5000	\$ 23,500.00
e)	3-inch asphalt	1	SF	\$7.00	\$7.00	0.94	\$ 6.58		
f)	Curb	1	LF	\$35.00	\$35.00	0.94	\$ 32.90		
75	Material extras								
a)	Lime Rock	1	SY	\$50.00	\$50.00	0.94	\$ 47.00	556	\$ 26,111.11
b)	57/1/4 Washed Stone	1	SY	\$50.00	\$50.00	0.94	\$ 47.00	556	\$ 26,132.00
c)	Imported Sand	1	SY	\$40.00	\$40.00	0.94	\$ 37.60		
d)	Gravel	1	SY	\$45.00	\$45.00	0.94	\$ 42.30		
e)	Geo Grid	1	SY	\$7.75	\$7.75	0.94	\$ 7.29		
B) Pipe Bursting with HDPE for Gravity Sewer Lines									
HDPE DR 17									
76	6-inch diameter	1	LF	\$35.00	\$35.00	0.94	\$ 32.90		
77	8-inch diameter	1	LF	\$40.00	\$40.00	0.94	\$ 37.60		
78	10-inch diameter	1	LF	\$45.00	\$45.00	0.94	\$ 42.30		
79	12-inch diameter	1	LF	\$50.00	\$50.00	0.94	\$ 47.00		
80	14-inch diameter	1	LF	\$72.00	\$72.00	0.94	\$ 67.68		
81	16-inch diameter	1	LF	\$92.00	\$92.00	0.94	\$ 86.48		
82	18-inch diameter	1	LF	\$114.00	\$114.00	0.94	\$ 107.16		
83	20-inch diameter	1	LF	\$137.00	\$137.00	0.94	\$ 128.78		
Manhole Connections									
84	6-inch	1	EA	\$150.00	\$150.00	0.94	\$ 141.00		

PCA RFP OD-307-208							
		QTY	Unit	Unit Price	Extension	Coefficient	Price
85	8-inch	1	EA	\$200.00	\$200.00	0.94	\$ 188.00
86	10-inch	1	EA	\$250.00	\$250.00	0.94	\$ 235.00
87	12-inch	1	EA	\$300.00	\$300.00	0.94	\$ 282.00
88	14-inch	1	EA	\$350.00	\$350.00	0.94	\$ 329.00
89	16-inch	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
90	18-inch	1	EA	\$450.00	\$450.00	0.94	\$ 423.00
91	20-inch	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
Sewer Later Connections							
92	4-inch connection						
	a) 0-4 feet deep	1	EA	\$950.00	\$950.00	0.94	\$ 893.00
	b) 4-6 feet deep	1	EA	\$1,400.00	\$1,400.00	0.94	\$ 1,410.00
	c) 6-10 feet deep	1	EA	\$2,500.00	\$2,500.00	0.94	\$ 2,350.00
93	6-inch connection						
	a) 0-4 feet deep	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00
	b) 4-6 feet deep	1	EA	\$1,900.00	\$1,900.00	0.94	\$ 1,786.00
	c) 6-10 feet deep	1	EA	\$2,900.00	\$2,900.00	0.94	\$ 2,726.00
Clean-out Installation							
94	4-inch	1	EA	\$375.00	\$375.00	0.94	\$ 352.50
95	6-inch	1	EA	\$475.00	\$475.00	0.94	\$ 446.50
Sewer Lateral Pipe Bursting							
96	4-inch	1	LF	\$31.00	\$31.00	0.94	\$ 29.14
97	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure							
HDPE DR 11							
98	3-inch diameter	1	LF	\$27.00	\$27.00	0.94	\$ 25.38
99	4-inch diameter	1	LF	\$31.00	\$31.00	0.94	\$ 29.14
100	6-inch diameter	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
101	8-inch diameter	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
102	10-inch diameter	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
103	12-inch diameter	1	LF	\$55.00	\$55.00	0.94	\$ 51.70
104	14-inch diameter	1	LF	\$94.00	\$94.00	0.94	\$ 88.36
105	16-inch diameter	1	LF	\$120.00	\$120.00	0.94	\$ 112.80
106	18-inch diameter	1	LF	\$135.00	\$135.00	0.94	\$ 126.90
107	20-inch diameter	1	LF	\$170.00	\$170.00	0.94	\$ 159.80
108	24-inch diameter	1	LF	\$220.00	\$220.00	0.94	\$ 206.80
Note: Installation with HDPE, Fusible PVC/Ductile Iron available at market price							
Fittings							
a) Bends and sleeves, DI							
109	6-inch	1	EA	\$375.00	\$375.00	0.94	\$ 352.50
110	8-inch	1	EA	\$425.00	\$425.00	0.94	\$ 399.50
111	10-inch	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
112	12-inch	1	EA	\$800.00	\$800.00	0.94	\$ 752.00
113	14-inch	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00
114	16-inch	1	EA	\$1,475.00	\$1,475.00	0.94	\$ 1,386.50
115	18-inch	1	EA	\$1,750.00	\$1,750.00	0.94	\$ 1,645.00
116	20-inch	1	EA	\$2,250.00	\$2,250.00	0.94	\$ 2,115.00
117	24-inch	1	EA	\$3,000.00	\$3,000.00	0.94	\$ 2,820.00
b) Tees, DI							
118	6x6x4	1	EA	\$425.00	\$425.00	0.94	\$ 399.50
119	6x6x6	1	EA	\$475.00	\$475.00	0.94	\$ 446.50
120	8x8x4	1	EA	\$575.00	\$575.00	0.94	\$ 540.50
121	8x8x6	1	EA	\$600.00	\$600.00	0.94	\$ 564.00
122	8x8x8	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
123	10x10x4	1	EA	\$625.00	\$625.00	0.94	\$ 587.50
124	10x10x6	1	EA	\$750.00	\$750.00	0.94	\$ 705.00
125	10x10x8	1	EA	\$825.00	\$825.00	0.94	\$ 775.50
126	10x10x10	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
127	12x12x6	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
128	12x12x8	1	EA	\$1,150.00	\$1,150.00	0.94	\$ 1,081.00
129	12x12x10	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00
130	12x12x12	1	EA	\$1,275.00	\$1,275.00	0.94	\$ 1,198.50
131	14x14x14	1	EA	\$1,600.00	\$1,600.00	0.94	\$ 1,504.00
132	16x4 tee	1	EA	\$2,750.00	\$2,750.00	0.94	\$ 2,585.00
133	16x6x6 cross	1	EA	\$3,750.00	\$3,750.00	0.94	\$ 3,525.00
134	16x6 tee	1	EA	\$2,950.00	\$2,950.00	0.94	\$ 2,773.00
135	16x6 tee blowoff	1	EA	\$3,500.00	\$3,500.00	0.94	\$ 3,290.00
136	16x8x8 cross	1	EA	\$3,950.00	\$3,950.00	0.94	\$ 3,713.00
137	16x20 reducer	1	EA	\$1,250.00	\$1,250.00	0.94	\$ 1,175.00
138	18x18x18	1	EA	\$2,200.00	\$2,200.00	0.94	\$ 2,068.00
139	20 tee	1	EA	\$4,250.00	\$4,250.00	0.94	\$ 3,995.00
140	20 cross	1	EA	\$5,000.00	\$5,000.00	0.94	\$ 4,700.00
141	24 tee	1	EA	\$5,250.00	\$5,250.00	0.94	\$ 4,935.00
142	24 cross	1	EA	\$6,000.00	\$6,000.00	0.94	\$ 5,640.00
	a) Fittings available per Pound	1	LB	\$4.65	\$4.65	0.94	\$ 4.37
Gate Valves							
143	4-inch	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
144	6-inch	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
145	8-inch	1	EA	\$1,375.00	\$1,375.00	0.94	\$ 1,292.50


PCA RFP OD-307-20									
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price		
146	10-inch	1	EA	\$1,250.00	\$1,250.00	0.94	\$ 1,187.50	7	\$ 11,515.00
147	12-inch	1	EA	\$2,500.00	\$2,500.00	0.94	\$ 2,350.00		
148	14-inch	1	EA	\$5,500.00	\$5,500.00	0.94	\$ 5,170.00		
149	16-inch	1	EA	\$6,150.00	\$6,150.00	0.94	\$ 5,781.00		
150	18-inch	1	EA	\$9,100.00	\$9,100.00	0.94	\$ 8,554.00		
151	20-inch	1	EA	\$11,250.00	\$11,250.00	0.94	\$ 10,575.00		
152	24-inch	1	EA	\$14,750.00	\$14,750.00	0.94	\$ 13,865.00		
153	Remove valve only	1	EA	\$250.00	\$250.00	0.94	\$ 235.00		
154	Install new valve vault	1	EA	\$6,000.00	\$6,000.00	0.94	\$ 5,640.00		
155	Fire Hydrants	1	EA	\$3,250.00	\$3,250.00	0.94	\$ 3,055.00	10	\$ 30,550.00
	Connection at Services								
	a) Up to 1" service, short side up to 5-feet								
156	4-inch main	1	EA	\$400.00	\$400.00	0.94	\$ 376.00		
157	6-inch main	1	EA	\$450.00	\$450.00	0.94	\$ 423.00		
158	8-inch main	1	EA	\$475.00	\$475.00	0.94	\$ 446.50		
159	10-inch main	1	EA	\$500.00	\$500.00	0.94	\$ 470.00	10	\$ 4,700.00
160	12-inch main	1	EA	\$550.00	\$550.00	0.94	\$ 517.00		
161	16-inch main	1	EA	\$700.00	\$700.00	0.94	\$ 658.00		
162	18-inch main	1	EA	\$850.00	\$850.00	0.94	\$ 799.00		
163	20-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00		
164	24-inch main	1	EA	\$1,400.00	\$1,400.00	0.94	\$ 1,316.00		
	b) Up to 2" service, short side up to 5-feet								
165	4-inch main	1	EA	\$600.00	\$600.00	0.94	\$ 564.00		
166	6-inch main	1	EA	\$650.00	\$650.00	0.94	\$ 611.00		
167	8-inch main	1	EA	\$675.00	\$675.00	0.94	\$ 634.50		
168	10-inch main	1	EA	\$700.00	\$700.00	0.94	\$ 658.00	9	\$ 5,922.00
169	12-inch main	1	EA	\$750.00	\$750.00	0.94	\$ 705.00		
170	16-inch main	1	EA	\$900.00	\$900.00	0.94	\$ 846.00		
171	18-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00		
172	20-inch main	1	EA	\$1,350.00	\$1,350.00	0.94	\$ 1,269.00		
173	24-inch main	1	EA	\$1,550.00	\$1,550.00	0.94	\$ 1,457.00		
	c) Up to 1" service, long side up to 25-feet								
174	4-inch main	1	EA	\$775.00	\$775.00	0.94	\$ 728.50		
175	6-inch main	1	EA	\$850.00	\$850.00	0.94	\$ 799.00		
176	8-inch main	1	EA	\$875.00	\$875.00	0.94	\$ 822.50		
177	10-inch main	1	EA	\$900.00	\$900.00	0.94	\$ 846.00		
178	12-inch main	1	EA	\$950.00	\$950.00	0.94	\$ 893.00		
179	16-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00		
180	18-inch main	1	EA	\$1,250.00	\$1,250.00	0.94	\$ 1,175.00		
181	20-inch main	1	EA	\$1,650.00	\$1,650.00	0.94	\$ 1,551.00		
182	24-inch main	1	EA	\$1,800.00	\$1,800.00	0.94	\$ 1,692.00		
	d) Up to 2" service, long side up to 25-feet								
183	4-inch main	1	EA	\$1,000.00	\$1,000.00	0.94	\$ 940.00		
184	6-inch main	1	EA	\$1,050.00	\$1,050.00	0.94	\$ 987.00		
185	8-inch main	1	EA	\$1,075.00	\$1,075.00	0.94	\$ 1,010.50		
186	10-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00		
187	12-inch main	1	EA	\$1,150.00	\$1,150.00	0.94	\$ 1,081.00		
188	16-inch main	1	EA	\$1,450.00	\$1,450.00	0.94	\$ 1,363.00		
189	18-inch main	1	EA	\$1,650.00	\$1,650.00	0.94	\$ 1,551.00		
190	20-inch main	1	EA	\$1,950.00	\$1,950.00	0.94	\$ 1,833.00		
191	24-inch main	1	EA	\$2,200.00	\$2,200.00	0.94	\$ 2,068.00		
	e) Additional service length								
192	Over 30-feet x 1"	1	LF	\$12.00	\$12.00	0.94	\$ 11.28		
193	Over 30-feet x 2"	1	LF	\$15.00	\$15.00	0.94	\$ 14.10		
	Note: Service pipe HDPE, Copper available at market price								
	Line Stops								
194	4-inch	1	EA	\$3,500.00	\$3,500.00	0.94	\$ 3,290.00		
195	6-inch	1	EA	\$4,500.00	\$4,500.00	0.94	\$ 4,230.00		
196	8-inch	1	EA	\$5,000.00	\$5,000.00	0.94	\$ 4,700.00		
197	10-inch	1	EA	\$5,000.00	\$5,000.00	0.94	\$ 4,700.00		
198	12-inch	1	EA	\$7,000.00	\$7,000.00	0.94	\$ 6,580.00		
199	16-inch	1	EA	\$15,000.00	\$15,000.00	0.94	\$ 14,100.00		
200	18-inch	1	EA	\$18,000.00	\$18,000.00	0.94	\$ 16,920.00		
201	20-inch	1	EA	\$19,000.00	\$19,000.00	0.94	\$ 17,860.00		
202	24-inch	1	EA	\$21,000.00	\$21,000.00	0.94	\$ 19,740.00		
	Bypass for water main pipe bursting or CIPP lining								
203	2-inch temporary	1	LF	\$23.00	\$23.00	0.94	\$ 21.62	1000	\$ 21,620.00
204	4-inch temporary	1	LF	\$26.00	\$26.00	0.94	\$ 24.44		
205	6-inch temporary	1	LF	\$31.00	\$31.00	0.94	\$ 29.14		
	Temporary service connections for water main bypass								
206	2-inch short side	1	EA	\$275.00	\$275.00	0.94	\$ 258.50	18	\$ 4,653.00
207	2-inch long side	1	EA	\$375.00	\$375.00	0.94	\$ 352.50		
208	4-inch short side	1	EA	\$300.00	\$300.00	0.94	\$ 282.00		
209	4-inch long side	1	EA	\$400.00	\$400.00	0.94	\$ 376.00		
210	6-inch short side	1	EA	\$325.00	\$325.00	0.94	\$ 305.50		
211	6-inch long side	1	EA	\$425.00	\$425.00	0.94	\$ 399.50		
	D) Polyethylene (PE) Sewer Pipe Sliplining								
	PE Pipe DR 22.5								
212	4-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50		
213	6-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20		
214	8-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90		
215	10-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60		
216	12-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30		
217	Annular Space - Grouting	1	CY	\$300.00	\$300.00	0.94	\$ 282.00	10	\$ 2,820.00

PCA RFP OD-307-20									
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price		
E) Procedures for Rehabilitation of Existing Pipelines									
Pipe String Fusion									
218	4-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20		
219	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90		
220	8-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60		
221	10-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30	3740	\$ 158,202.00
222	12-inch	1	LF	\$50.00	\$50.00	0.94	\$ 47.00		
Pressure Testing									
223	4-12 inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88	3740	\$ 7,031.20
224	Charge Water	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94	1000	\$ 940.00
Chlorination									
225	4-inch	1	LF	\$1.00	\$1.00	0.94	\$ 0.94		
226	6-inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41		
227	8-inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88		
228	10-inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35	3740	\$ 8,789.00
229	12-inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82		
230	BT Test	1	EA	\$250.00	\$250.00	0.94	\$ 235.00		
Flushing									
231	4-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47	3740	\$ 1,757.80
232	Charge Water	1	K-Gals	\$0.50	\$0.50	0.94	\$ 0.47	1000	\$ 470.00
Dechlorination									
233	4-12 inch	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94	1000	\$ 940.00

[illegible]

PCA RFP OD-307-20									
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price		
278	4-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50		
279	6-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20		
280	8-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90		
281	10-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30		
282	12-inch	1	LF	\$60.00	\$60.00	0.94	\$ 56.40		
283	16-inch	1	LF	\$90.00	\$90.00	0.94	\$ 84.60		
284	18-inch	1	LF	\$120.00	\$120.00	0.94	\$ 112.80		
285	20-inch	1	LF	\$175.00	\$175.00	0.94	\$ 164.50		
286	24-inch	1	LF	\$220.00	\$220.00	0.94	\$ 206.80		
287	30-inch	1	LF	\$280.00	\$280.00	0.94	\$ 263.20		
288	36-inch	1	LF	\$300.00	\$300.00	0.94	\$ 282.00		
289	42-inch	1	LF	\$380.00	\$380.00	0.94	\$ 357.20		
290	48-inch	1	LF	\$440.00	\$440.00	0.94	\$ 413.60		
291	54-inch	1	LF	\$505.00	\$505.00	0.94	\$ 474.70		
4) PE 4710 DR 21									
292	4-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20		
293	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90		
294	8-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60		
295	10-inch	1	LF	\$50.00	\$50.00	0.94	\$ 47.00		
296	12-inch	1	LF	\$65.00	\$65.00	0.94	\$ 61.10		
297	16-inch	1	LF	\$100.00	\$100.00	0.94	\$ 94.00		
298	18-inch	1	LF	\$130.00	\$130.00	0.94	\$ 122.20		
299	20-inch	1	LF	\$190.00	\$190.00	0.94	\$ 178.60		
300	24-inch	1	LF	\$240.00	\$240.00	0.94	\$ 225.60		
301	30-inch	1	LF	\$310.00	\$310.00	0.94	\$ 291.40		
302	36-inch	1	LF	\$330.00	\$330.00	0.94	\$ 310.20		
303	42-inch	1	LF	\$400.00	\$400.00	0.94	\$ 376.00		
304	48-inch	1	LF	\$460.00	\$460.00	0.94	\$ 432.40		
305	54-inch	1	LF	\$535.00	\$535.00	0.94	\$ 502.90		
5) PE 4710 DR 17									
306	4-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90		
307	6-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60		
308	8-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30		
309	10-inch	1	LF	\$55.00	\$55.00	0.94	\$ 51.70		
310	12-inch	1	LF	\$70.00	\$70.00	0.94	\$ 65.80		
311	16-inch	1	LF	\$110.00	\$110.00	0.94	\$ 103.40		
312	18-inch	1	LF	\$140.00	\$140.00	0.94	\$ 131.60		
313	20-inch	1	LF	\$205.00	\$205.00	0.94	\$ 192.70		
314	24-inch	1	LF	\$260.00	\$260.00	0.94	\$ 244.40		
315	30-inch	1	LF	\$340.00	\$340.00	0.94	\$ 319.60		
316	36-inch	1	LF	\$360.00	\$360.00	0.94	\$ 338.40		
317	42-inch	1	LF	\$430.00	\$430.00	0.94	\$ 404.20		
318	48-inch	1	LF	\$485.00	\$485.00	0.94	\$ 455.90		
319	54-inch	1	LF	\$585.00	\$585.00	0.94	\$ 521.70		
G) Pig Cleaning									
Foam Pig									
320	0-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47		
321	13-24 inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41		
322	25-36 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35		
323	37-48 inch	1	LF	\$3.50	\$3.50	0.94	\$ 3.29		
324	Over 48 inch	1	LF	\$5.00	\$5.00	0.94	\$ 4.70		
Wire Bullet Pig									
325	0-12 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82		
326	13-24 inch	1	LF	\$4.00	\$4.00	0.94	\$ 3.76		
327	25-36 inch	1	LF	\$6.00	\$6.00	0.94	\$ 5.64		
328	37-48 inch	1	LF	\$9.00	\$9.00	0.94	\$ 8.46		
329	Over 48 inch	1	LF	\$12.00	\$12.00	0.94	\$ 11.28		
Blade Scraper Pig									
330	0-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47		
331	13-24 inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41		
332	25-36 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35		
333	37-48 inch	1	LF	\$3.50	\$3.50	0.94	\$ 3.29		
334	Over 48 inch	1	LF	\$5.00	\$5.00	0.94	\$ 4.70		
H) Time and Material Unit Rates for Change Orders									
Materials, Subcontractors and Rentals									
335	Markup = 15%								
335A	Perigson Material Quote	1	EA				\$ 22,556.00	1	\$ 22,556.00
335B	Rangelime Quote	1	EA				\$ 19,693.75	1	\$ 19,693.75
336	Sales Taxes = Per Jurisdiction								
Labor									
337	Executive Supervisor	1	HR	\$85.00	\$85.00	0.94	\$ 79.90		
337	a) Project Management	1	HR	\$75.00	\$75.00	0.94	\$ 70.50		
338	Superintendent	1	HR	\$45.00	\$45.00	0.94	\$ 42.30		
PCA RFP OD-307-20									
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price		
339	Administrator	1	HR	\$25.00	\$25.00	0.94	\$ 23.50		
340	Crew Chief	1	HR	\$40.00	\$40.00	0.94	\$ 37.60		
341	Equipment Operator	1	HR	\$35.00	\$35.00	0.94	\$ 32.90		
342	Pipelayer - Skilled	1	HR	\$30.00	\$30.00	0.94	\$ 28.20		
343	Pipelayer - Helper	1	HR	\$28.00	\$28.00	0.94	\$ 26.32		
344	Laborer - Unskilled	1	HR	\$25.00	\$25.00	0.94	\$ 23.50		
I) Directional Drilling & Pipe Installation									
345	2-inch	1	LF	\$19.00	\$19.00	0.94	\$ 17.86		
346	4-inch	1	LF	\$26.00	\$26.00	0.94	\$ 24.44		
347	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90		
348	8-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60		
349	10-inch	1	LF	\$55.00	\$55.00	0.94	\$ 51.70		
350	12-inch	1	LF	\$72.00	\$72.00	0.94	\$ 67.68		
351	14-inch	1	LF	\$89.00	\$89.00	0.94	\$ 83.66		
352	16-inch	1	LF	\$100.00	\$100.00	0.94	\$ 94.00		
353	18-inch	1	LF	\$115.00	\$115.00	0.94	\$ 108.10		
354	20-inch	1	LF	\$180.00	\$180.00	0.94	\$ 169.20		
355	24-inch	1	LF	\$240.00	\$240.00	0.94	\$ 225.60		
J) Gravity Sewer CIPP Lateral Renewal Systems									
356	4 inch lateral up to 25 lf	1	EA	\$1,500.00	\$1,500.00	0.94	\$ 1,410.00		
357	6 inch lateral up to 25 lf	1	EA	\$1,750.00	\$1,750.00	0.94	\$ 1,645.00		
358	4 inch tophat installation	1	EA	\$700.00	\$700.00	0.94	\$ 658.00		
359	6 inch tophat installation	1	EA	\$900.00	\$900.00	0.94	\$ 846.00		
K) Manhole Rehabilitation									
360	4 foot diameter								
a) Mud Interior Coating	1	VF	\$250.00	\$250.00	0.94	\$ 235.00			
b) Epoxy sprayed Interior Coating	1	VF	\$373.00	\$373.00	0.94	\$ 350.62			
c) New manhole installation	1	VF	\$1,171.00	\$1,171.00	0.94	\$ 1,100.74			
361	6 foot diameter	1	VF	\$266.00	\$266.00	0.94	\$ 244.40		
362	Lift station rehabilitation	1	SF	\$18.00	\$18.00	0.94	\$ 16.92		
363	Existing coating removal	1	SF	\$5.00	\$5.00	0.94	\$ 4.70		
364	Adjust existing manhole cover and ring (grass)	1	EA	\$400.00	\$400.00	0.94	\$ 376.00		
365	Adjust existing manhole cover and ring (Asphalt)	1	EA	\$600.00	\$600.00	0.94	\$ 564.00		
366	Install new manhole ring and cover (grass)	1	EA	\$700.00	\$700.00	0.94	\$ 658.00		
367	Install new manhole ring and cover (Asphalt)	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00		
368	Furnish and install manhole chimney seal	1	EA	\$500.00	\$500.00	0.94	\$ 470.00		
369	Re-construct manhole bench and channel flow	1	EA	\$500.00	\$500.00	0.94	\$ 470.00		

\$	684,283.64
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May 5, 2020

Murphy Pipeline Contractors
Todd Grafenauer, VP
1876 Everlee Rd
Jacksonville, FL 32216
toddg@murphypipelines.com



Subject: PURCHASING COOPERATIVE OF AMERICA CONTRACT AWARD LETTER
PCA OD-307-20 Trenchless Rehabilitation & Related Items and Services

Dear Mr. Grafenauer,

Congratulations! The City of O'Donnell has awarded your company a contract for the above-referenced solicitation. Your contract number will be the same as the solicitation number: PCA OD-307-20. The contract number is to be on all Invoices for proper reporting.

You are responsible for keeping PCA up to date with your current contact information and for submitting monthly reports. For months with inactivity, complete the company/contact information and simply input 'No Activity'. We send out the Members list monthly, in response to your organization emailing the monthly report.

The contract is effective for the dates on the Contract Acceptance and Signatures Page and may be renewed up to four (4) additional years; unless notified otherwise, the renewal will be automatic. For any inquiries about your contract, please contact pcamerica@pcamerica.org & we will assist you!

We will contact you for an orientation meeting and for content for your vendor page on the PCA web site. PCA looks forward to working with you!

Sincerely,

Kim Parker, Mayor
City of O'Donnell

The award packet includes:

- Award Letter
- Signed Contract Acceptance and Signatures Page
- Tab 3 Contract: Instructions for Monthly Report and Administrative Fee
- Monthly Report Form & Form Instructions

Form B – Contract Acceptance and SignaturesAcceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

☒ No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Murphy Pipeline Contractors

1876 Everlee Rd

Jacksonville FL 32216

904-764-6887

toddg@murphypipelines.com

[Signature]

4-27-2020

Todd Grafenauer VP

Acceptance by Awarding Agency

Term of Contract 5/5/20 to 5/4/21

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

[Signature]
Awarding Agency Authorized Signature

5/5/20

Date

Printed Name: Kim Parker

TAB 4 - SIGNATURE FORMS AND CHECKLIST

This checklist is provided for your convenience. Complete and submit all of the attached forms:

<u>Form #</u>	<u>Form Title</u>
<input checked="" type="checkbox"/>	A. Contract First Page for entering Company Legal Name
<input checked="" type="checkbox"/>	B. Contract Acceptance and Signatures Form Texas Law Requirement: Submitting a signed Contract Acceptance and Signatures Form is required. If this Form is NOT SIGNED, the response will be DISQUALIFIED. B cont'd - Exceptions: This form MUST be filled out if there are ANY EXCEPTIONS to the contract to be considered by Awarding Agency/PCA. Follow the instructions on the form, enter the legal company name, date, and obtain an authorized signature. If there are no exceptions, this form does not need to be signed.
<input checked="" type="checkbox"/>	C. Conflict of Interest Questionnaire
<input checked="" type="checkbox"/>	D. Antitrust Certification Statement
<input checked="" type="checkbox"/>	E. W-9 Request for Taxpayer Identification Number and Certification
<input checked="" type="checkbox"/>	F. Vendor Certification Forms
<input checked="" type="checkbox"/>	G1. SB 9 Contractor Certification: Contractor Employees
<input checked="" type="checkbox"/>	G2. SB 9 Contractor Certification: Subcontractor
<input checked="" type="checkbox"/>	H. Contractor Certification-Arizona Requirement
<input checked="" type="checkbox"/>	I. Bond Letter, If Required
<input checked="" type="checkbox"/>	J. Certification Regarding Debarment, Suspension and Other Responsibility Matters
<input checked="" type="checkbox"/>	K. Addendum(s), If Issued
<input checked="" type="checkbox"/>	L. Vendor Questionnaire and Company Profile

FORM A**TAB 3 - CONTRACT TERMS AND CONDITIONS
CONTRACT BETWEEN**

("PCA AWARDING AGENCY")
AND
Murphy Pipeline Contractors ("VENDOR")
FOR

TRENCHLESS REHABILITATION & RELATED ITEMS AND SERVICES

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-307-20 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by the Awarding Agency/PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to the Awarding Agency/PCA, this Contract shall prevail. In the event of a conflict between this Contract

Form B – Contract Acceptance and SignaturesAcceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

☒ No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Murphy Pipeline Contractors

1876 Everlee Rd

Jacksonville FL 32216

904-764-6887

toddg@murphypipelines.com

[Signature]

4-27-2020

Todd Grafenauer VP

Acceptance by Awarding Agency

Term of Contract 5/5/20 to 5/4/21

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

[Signature]
Awarding Agency Authorized Signature

5/5/20

Date

Printed Name: Kim Parker

Form B continued – Compliance and Exceptions Form
(fill-out only if there are exceptions)

In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ List all exceptions your company is submitting:

INSTRUCTIONS

1. Use additional pages, as necessary.
2. Signature below is only required if the box is checked and there are exceptions listed above.

Awarding Agency /PCA will consider any exceptions indicated above in its contract award decisions.

Awarding Agency /PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

Company Name (Please Print)

Murphy Pipeline Contractors

Authorized Signature:

[Signature]

Date:

4-27-2020

FORM C – CONFLICT OF INTEREST QUESTIONNAIRE

To comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*, any company that does business with Awarding Agency must fill out a Conflict of Interest Questionnaire (CIQ) **whether or not a conflict of interest exists.**

A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with a Member of the Awarding Agency approving Board, Council, or other approving Authority, or with a local government officer listed below or a family Member resulting in the officer or family Member receiving taxable income, and/or
- (2) Your company has given one of the Awarding Agency's local government officers or family Member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250.00 in the twelve (12)-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with PCA.

IF NO CONFLICT OF INTEREST EXISTS, YOU MUST FILL OUT BOX 1 AND TYPE N/A ON BOX 3 OF THE CIQ FORM, SIGN, AND DATE IT.

Going forward, a Conflict of Interest Questionnaire must be filed within **seven (7) business days** after the company becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 40px;"><i>Morphy Pipeline Contractors</i></p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.5em; margin-left: 100px;"><i>N/A</i></p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="font-size: 1.2em; margin-left: 40px;"><i>[Signature]</i></p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; margin-left: 40px;"><i>4-27-2020</i></p> <p style="font-size: 0.8em;">Date</p> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
 (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form D – Antitrust Certification Statement
TEX. GOV'T. CODE §2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

- I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below;
- In connection with this proposal, neither I nor any representative of the Company has violated any provision of the *TEX. BUSINESS & COMMERCE CODE, Chapter 15, Texas Free Enterprise and Antitrust Act*;
- In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I further affirm under penalty of perjury of the laws of the State of Texas that:

- The proposal submitted by the Company is genuine and is not collusive or sham;
- The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from responding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other Vendor, or to secure any advantage against Awarding Agency or any person interested in the proposed contract; and
- All statements in Vendor's proposal are true.

<p>Vendor: <u>Murphy Pipeline Contractors</u></p> <p>Address: <u>1876 Everlee Rd</u> <u>Jacksonville FL 32216</u></p> <p>Phone: <u>904-764-6887</u></p> <p>Fax: <u>904-379-6193</u></p>	<p>Company Official Authorizing Response:</p> <p><u></u> Signature</p> <p><u>Todd Gratenauer</u> Printed Name</p> <p><u>VP</u> Title</p>
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Form E

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank. <div style="font-family: cursive; font-size: 1.2em;">Murphy Pipeline Contractors</div>		
2 Business name/disregarded entity name, if different from above <div style="font-family: cursive; font-size: 1.2em;">Murphy Pipeline Contractors</div>		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> </div> <div> <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) </div> </div>		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2): Exempt payee code (if any): Exemption from FATCA reporting code (if any): <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) <div style="font-family: cursive; font-size: 1.2em;">1876 Everlee Rd</div>		
6 City, state, and ZIP code <div style="font-family: cursive; font-size: 1.2em;">Jacksonville FL 32216</div>		
7 List account numbers here (optional): 		

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	or Employer identification number <div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> 59 3688714 </div> </div>
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Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person [Signature]	Date 4-27-2020
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irs.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form W-9 (Rev. 12-2014)

Page 2

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States, under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1993 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line: **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040-1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or trading business as* (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1, if the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9. Instead of a Form W-9, this is the case even if the foreign person has a U.S. TIN.

Form W-9 (Rev. 12-2014)

Page 3

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8692 or 2552 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box. Instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7). If the account satisfies the requirements of section 401(f)(2).
- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, a U.S. commonwealth or possession.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(g).
- 11—A financial institution.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7201(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(g).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan.

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-9.

Form W-9 (Rev. 12-2014)

Page 4

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1964 and broker accounts considered active during 1963. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1963 and broker accounts considered inactive during 1963. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical, and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner ²
5. Sole proprietorship or disregarded entity owned by an individual	The owner
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(c)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9632 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(c)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person or a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or EIN name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the person representative or trustee unless the legal entity itself is not designated in the account title). Also see Special rules for partnerships on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14059.

For more information, see Publication 4555, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-629-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4328).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form F – Vendor Certifications Form

TEXAS FAMILY CODE

As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all responders must complete and submit the following affidavit:

I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is eligible to respond or receive a state contract.

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. (1.) The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2.) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

ANTI-LOBBYING APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U. S. CODE. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that: (1.) No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract. (2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

I, the Vendor, certify that I am in compliance with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act of 1970*, as amended (42 U.S.C. 1857(h)); Section 508 of the *Clean Water Act*, as amended (33 U.S.C. 1368), *Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15* as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

RECORDS ACCESS AND RETENTION REQUIREMENTS

2 C.F.R. § 200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. **2 CFR § 200.333.** When federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

BUY AMERICA PROVISIONS

I, the Vendor, am in compliance with all applicable provisions of the **Buy America Act**. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Buy American Act (1933) applies to direct U.S. federal procurement, covers specified products, and requires the U.S. government to prefer domestic goods and services unless the head of the agency involved in the procurement has determined that the prices of the domestic suppliers are "unreasonable" or that the purchase would be "inconsistent with the public interest." The Act contains exceptions in terms of trade agreements.

Buy America Act (1983) applies only to mass-transit-related procurements such as highways, bridges, transit systems and terminal programs valued over \$100,000 and funded at least in part by federal grants issued by the Federal Transit Administration and Federal Highway Administration. Under Buy America, federal-aid funds may not be obligated for a project unless iron and steel products used in such projects are manufactured in the United States—with some exceptions.

NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. **The Vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable.**

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Awarding Agency/PCA to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor understands that the *Family Educational Rights and Privacy Act (FERPA)*, 20 U.S.C. § 1232(g), governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE §44.034, Notification of Criminal History of Contractors, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

STATE OF TEXAS FRANCHISE TAX

By submitting a response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

OSHA

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, *the Occupational Safety and Health Administration (OSHA)*. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency /PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

PREVAILING WAGE RATES

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, *TEX. GOV'T. CODE § 2258*, applicable to the construction of a public work, and any related federal requirements, including the *Davis-Bacon Act*, (40 U.S.C. Section 276a et seq.), and its subsequent amendments. In the event *TEX. GOV'T. CODE § 2258* applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with FEMA requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per *TEX. GOV'T. CODE § 2258.023*. Also, *McNamara-O'Hara Service Contract Act* (41 U.S.C. 351).

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II 2 CFR PART 200 (EDGAR)

I, the undersigned Vendor, acknowledge the following: (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the *Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils)* as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when a PCA Member expends federal funds, PCA Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. (B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.) When PCA Member expends federal funds, PCA Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. PCA Member also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if PCA Member believes, in its sole discretion that it is in the best interest of PCA Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by PCA Member as of the termination date if the contract is terminated for convenience of PCA Member. Any award under this procurement process is not exclusive and PCA Member reserves the right to purchase goods and services from other Vendors when it is in PCA Member's best interest.

DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED BY U.S. GOVERNMENT OR STATES

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the List of Specially Designated Nationals and Blocked Persons (the "SDN List"). Texas Government Code (Subchapter F), Chapter 2252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan or foreign terrorist organizations; other states may have similar laws.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

PCA/ Awarding Agency or Vendor may not enter into a contract for goods or services with a company that boycotts Israel. Texas Government Code (Subchapter F), Chapter 2270, requires companies contracting with state entities to affirm they do not boycott Israel, and forbids Texas agencies from conducting business with companies that do; other states may have similar laws. By signing this agreement, the Vendor certifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

CERTIFICATION

It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the solicitation, and in the Contract.

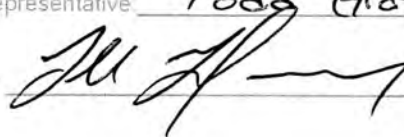
Vendor Name:

Murphy Pipeline Contractors

Printed Name and Title of Authorized Representative:

Todd Grafenauer VP

Signature of Authorized Representative:



Date:

4-27-2020

FORM G1 – SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES**Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to Awarding Agency that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency and/or the PCA Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by Awarding Agency or an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under **TEX. EDUC. CODE §22.085(a)**, that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under Title 5, *Texas Penal Code*;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, *TEX. CR. CODE ANN.*; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of Murphy Pipeline Contractors ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Awarding Agency that [check one]:

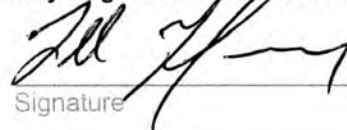
☒ None of Vendor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

- ☐ Some or all of Vendor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify PCA in writing **within 3 business days**.
 - (3) Upon request, Vendor will provide PCA Member with the name and any other requested information of covered employees so that PCA Member may obtain criminal history record information on the covered employees.

If PCA Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at PCA Member.

I also certify to Awarding Agency on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with **TEX. EDUC. CODE**, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**


Signature


Title

4-27-2020
Date

FORM G2 – SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR**Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to Member and to the Vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

Definitions

Covered employees: Employees of a Vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency or other co-op Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under *Title 5, TEXAS PENAL CODE*;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under *Chapter 62, TEX. CR. CODE ANN.*; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with Murphy Pipeline Contractors ("Vendor"), to provide services in connection with the contract between Awarding Agency and Vendor. I, the authorized signatory for Subcontractor, certify to Awarding Agency and Contractor that **[check one]**:

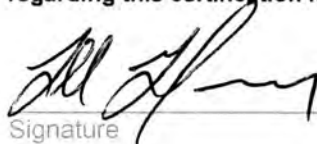
☒ None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

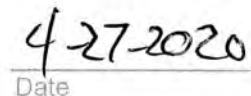
- ☐ Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify PCA in writing **within three (3) business days**.
 - (3) Upon request, Subcontractor will provide Awarding Agency with the name and any other requested information of covered employees so that Awarding Agency may obtain criminal history record information on the covered employees.

If a Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at Member.

I also certify to Awarding Agency and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE, Chapter 22*. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**


Signature


Title


Date

FORM H – CONTRACTOR CERTIFICATION-ARIZONA REQUIREMENT**Contractor's Employment Eligibility**

By entering into the contract, Contractor warrants compliance with the *Federal Immigration and Nationality Act (FINA)*, and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate.

Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The Vendor complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the participating entities in which work is being performed.

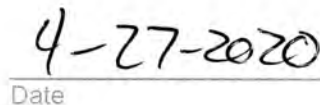
Fingerprint & Background Checks (Arizona requirement)

If required to provide services on school district property at least **five (5) times** during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Vendors and their employees shall not provide services on school district properties until authorized by the District.

The Vendor shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Business Operations in Sudan, Iran

In accordance with *Arizona Revised Statutes* 35-391 and *Arizona Revised Statutes* 35-393, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.


Signature of Respondent
Date

FORM I

BONDING LETTER, IF APPLICABLE

April 13, 2020

Re: **Murphy Pipeline Contractors, Inc.**

We are the bonding agent for Murphy Pipeline Contractors, Inc. They are bonded through Berkley Insurance Company. Berkley Insurance Company has an A. M. Best Key rating of A+, XV and is certified by the United States Department of the Treasury for individual bonds up to \$460,644,000.

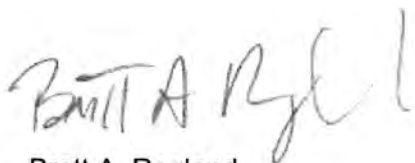
Although maximum limits have not been established, Murphy Pipeline Contractors has the capacity to bond individual projects as large as \$50,000,000

Please note this letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference from us, as requested by our client. Any arrangement for surety credit is a matter between Murphy Pipeline Contractors and the surety and is subject to review of the contract documents and bond forms.

Murphy Pipeline Contractors, Inc. has an excellent reputation in the industry and we value them as a client.

Please don't hesitate to contact us if you have questions or need additional information.

Best Regards,



Brett A. Ragland
Vice President

FORM J**INSTRUCTIONS FOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. A signed certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a certification prior to purchase of goods or commencement of work.
2. The inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's (Vendor's) contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Awarding Agency's determination whether to award a contract/terminate an existing contract. However, failure of the Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. The certification is a material representation of fact upon which reliance was placed when Awarding Agency awards/renews a contract. If it is later determined that the Vendor/Awarded Contractor knowingly rendered an erroneous certification, Awarding Agency may terminate the contract for cause or default.
4. The Vendor/Awarded Contractor shall provide immediate written notice to Awarding Agency per the instructions specified in the Notice paragraph of the Contract Terms and Conditions if at any time the Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

1. The Vendor/Awarded Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or State agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this submittal/renewal had— one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Vendor/Awarded Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


 Authorized Company Signature

 Todd Grafenauer VP
 Printed Name & Title

 4-27-2020
 Date

FORM K - ADDENDUM(S) IF ISSUED

Addendums, if issued, will be noticed on Bonfire through the www.pcamerica.org website on the Solicitation Tab.

Vendor must download the addendum; have an authorized person acknowledge the addendum by signing and dating; and submit the addendum with the company's submission or proposal.

If the company has submitted their proposal before the notice is posted, the addendum notice must be submitted by email to pcamerica@pcamerica.org.

FORM L - VENDOR QUESTIONNAIRE AND COMPANY PROFILE**1. Certification of Residency-TEXAS**

TEX. GOV'T. CODE § 2252.002, PCA "...may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract (1) in the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer." **This requirement does not apply to contracts involving federal funds. TEX. GOV'T. CODE § 2252.004.**

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority Owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a Texas resident. TEX. GOV'T. CODE § 2252.001.

City and state of Vendor's principal place of business: Jacksonville FL

Vendor is a Texas "resident bidder" _____ OR a "non-resident bidder" X

- a) Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ☐ Yes ☒ No
- b) What is the prescribed amount or percentage? \$ NA OR NA %

2. Company Contact Information. Vendor must keep the following information up-to-date.
E-mail pcamerica@pcamerica.org with any changes.

ADMINISTRATIVE SUPPORT SERVICES (Monthly reporting, payment of admin fees, etc.):

Contact Person: Susan Pitts Title: Finance

Company: Murphy Pipeline Contractors

Address: 1876 Everlee Rd

City: Jacksonville State: FL Zip Code: 32216

Phone: 904-764-6887 Cell: NA

E-mail: susanp@murphypipelines.com

SALES AND MARKETING CONTACT PERSON:

Contact Person: Todd Grefenower Title: VP

Company: Murphy Pipeline Contractors

Address: 1876 Everlee Rd

City: Jacksonville State: FL Zip Code: 32216

Phone: 904-764-6887 Cell: 414-321-2247

E-mail: toddg@murphypipelines.com

3. Which best describes Vendor's position in the distribution channel, if applicable:

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-add reseller ☒ Other: Contractor

4. Check all states and territories where Vendor intends to pursue work, even states where you are not currently licensed. Note: Licenses must be obtained before commencement of work

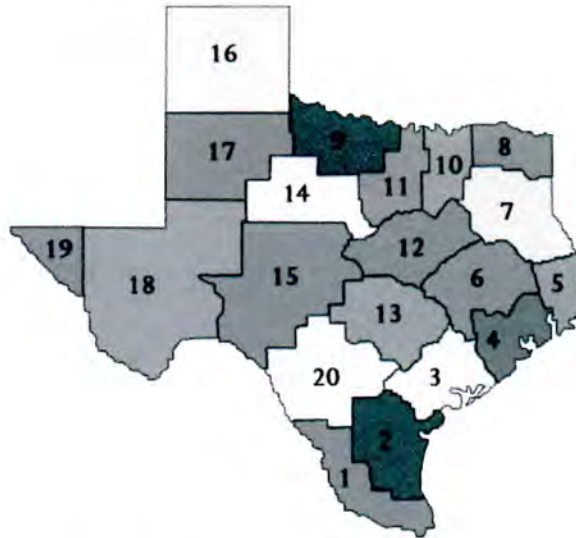
- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> All States | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas - see below also |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Kansas | | |
| <input checked="" type="checkbox"/> All U.S. Territories | <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Fed. States of Micronesia | <input type="checkbox"/> Northern Mariana Islands | |

USMCA

☒ Canada☒ Mexico

Texas Education Service Center Area (see map next page)

- | | | |
|--|---------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> All ESCs | <input type="checkbox"/> ESC 7 | <input type="checkbox"/> ESC 14 |
| <input type="checkbox"/> ESC 1 | <input type="checkbox"/> ESC 8 | <input type="checkbox"/> ESC 15 |
| <input type="checkbox"/> ESC 2 | <input type="checkbox"/> ESC 9 | <input type="checkbox"/> ESC 16 |
| <input type="checkbox"/> ESC 3 | <input type="checkbox"/> ESC 10 | <input type="checkbox"/> ESC 17 |
| <input type="checkbox"/> ESC 4 | <input type="checkbox"/> ESC 11 | <input type="checkbox"/> ESC 18 |
| <input type="checkbox"/> ESC 5 | <input type="checkbox"/> ESC 12 | <input type="checkbox"/> ESC 19 |
| <input type="checkbox"/> ESC 6 | <input type="checkbox"/> ESC 13 | <input type="checkbox"/> ESC 20 |

Texas Education Service Center Areas Reference Map**Special Noticing Requirements of Other States**

Pursuant to certain state notice provisions, including but not limited to *Oregon Revised Statutes Chapter 279A.220*, and similar laws in other states, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with PCA and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for responses for purposes of complying with the procedural requirements of said statutes. Lists of political subdivisions and local governments in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

5. Company Profile. Provide:

- a) Official company registered name: Murphy Pipeline Contractors
- b) Company's Dun & Bradstreet number and rating: 082740585
- c) Company's federal tax identification number (EIN): 59-3688714
- d) Number of years company has been in the business described in this solicitation: 20
- e) Organization chart.
- f) Total number of full-time employees: 93
- g) Corporate office location: 1876 Everlee Rd Jax FL 32216
- h) Location(s) of sales/service offices in the state(s) relevant to this solicitation. Include name of key contact and contact information:
2 Texas Office locations, 2 Florida office locations
1 Wisconsin office location

Key Contact: Todd Grafenauer

- i) Description of company's relevant market and company's position within it:
water and sewer utility contractor with focus on trenchless technologies. Introduced, developed and performed the majority of trenchless services on this contract.
- j) If you do not provide a Dun & Bradstreet rating in (b), Company agrees to provide the following financial information, if requested, at any point during the procurement process, before or after contract award:
- If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year.
 - If private, Company's audited financial statements for the latest fiscal year, if available.
 - Company's failure to provide financial information may impact a potential contract award.
- k) Supply your company logo a high-resolution format such as ".eps" OR ".jpg" to be used on the PCA website. Attached

7. **References – Required**

Provide references from at least three (3) customers, preferably governmental entities, that Vendor has provided services to **in the last three years**. Vendor may supply a letter from a company on company letterhead, including contact information.

PCA reserves the right to contact the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

- (1) Name: Jessie Allen P.E.
 Company: Arlington Water Utility
 Address: 101 W Abram St. Arlington TX 76007
 Contact phone number(s): 817-459-6610
 Email: jessie.allen@arlingtontx.gov
 Approximate revenue, last three (3) years: 7,000,000
- (2) Name: Rosie Smiley
 Company: Texas State Tech College
 Address: 3801 Campus Dr Waco TX 76705
 Contact phone number(s): 254-867-3701
 Email: rbsmiley@tstc.edu
 Approximate revenue, last three (3) years: 4,500,000
- (3) Name: William Freeman
 Company: City of Belch Springs
 Address: 13503 Alexander Rd Belch Springs TX 75181
 Contact phone number(s): 972-286-4477
 Email: wfreeman@cityofbelchsprings.com

Approximate revenue, last three (3) years: 1,500,000

(4) Name: Egil Arzede

Company: City of Sunrise FL

Address: 777 Sawgrass Cpt. Pkwy

Contact phone number(s): 954-888-6002

Email: ep121eo@sunrisefl.gov

Approximate revenue, last three (3) years: 5,000,000

(5) Name: Jorge Holguin

Company: City of Fort Lauderdale

Address: 100 N Andrews Ave

Contact phone number(s): 954-828-5675

Email: jholguin@fortlauderdale.gov

Approximate revenue, last three (3) years: 15,000,000

8. **Insurance** - All contracts require proof of insurance; for the purposes of this solicitation, the certificate holder is Awarding Agency /Purchasing Cooperative of America.

- a) State Vendor's insurance provider: Insurance of America
 b) Provide appropriate documentation to demonstrate compliance with the Insurance Requirements in the Terms and Conditions. Attached

9. **Accounting**

- a) Define company's standard terms of payment. 30 days Net
 b) Discuss the invoicing options company offers and the payment terms for each.
30 days Net - Agreed to by parties during contract.

10. **Provide company drug testing policy/plan.** Attached

11. **Quality Assurance/Quality Control Program (QA/QC Plan)** If Not Applicable, initial here

If QA/QC Plan is required or necessary, Vendor(s) shall submit an updated QA/QC Plan within 14 calendar days of award and prior to commencement of any work. Attached

The Plan shall:

- a) Detail the day-to-day supervision of work, provide documentation of deficiencies and corrective actions, note subcontract or compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and Member's staff.
 b) Give an overview of the company's customer service department, including hours of operation, number of service centers, etc. Describe company's procedures to monitor the quality of its customer service and products.
 c) Describe company's support procedures. Detail the estimated timeframe from a Member's request to when support is provided and completed.

12. **Marketing Plan** - All contracts require a marketing plan Attached

Vendor shall provide a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to customers/Members and efforts to educate potential PCA Members. The plan should explain how the marketing department will interface with Vendor's management team and Vendor's customers and PCA Members.

13. Corporate Resources and Commitment - Construction ONLY **If Not Applicable, initial here** _____

Corporate resources and commitments are important as indicators of the respondent's commitment and ultimate success. Vendors must include the following information in their responses:

- a) Has a corporate officer been assigned to the program? ☒ Yes ☐ No
- b) Does the corporate officer understand his role in providing the resources necessary for the program? ☒ Yes ☐ No
- c) Does corporate understand the need for prompt payment of subcontractors? ☒ Yes ☐ No
- d) Does the company have business procedures and a business manager assigned to this program that will conform to the solicitation? ☒ Yes ☐ No
- e) Has corporate made a commitment to work with small and disadvantaged businesses within the local community? ☒ Yes ☐ No
- f) Has the company committed the people long-term to this program for continuity? ☒ Yes ☐ No
- g) Does corporate acknowledge PCA's Member's right to proposed changes in key personnel and to reserve the right to remove Vendor personnel for any reason? ☒ Yes ☐ No

14. Warranty Information, if Applicable **If Not Applicable, initial here** _____

- a) Length of standard warranty on parts/equipment/materials 1 yr.
- b) Length of standard warranty on installation/service 1 yr.
- c) Does Vendor provide extended warranties and/or maintenance contracts at an additional cost to Members? No _____ Yes ☒

If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- d) Is warranty coverage dependent on any specific requirements? No ☒ Yes _____
If yes, explain.
- e) If Vendor's product(s) is/are deemed defective, what is the replacement process and turnaround time? ASAP
- f) Does Vendor provide a quality guarantee on its product(s)/service(s)? Yes ☒ No _____
If so, provide a description. Industry Standards AWWA

15. ISO Certification - If "Yes" Vendor must provide a copy of the ISO certification letter(s).

Vendor is ISO certified: ☐ Yes ☒ No

16. HUB, MWBE, VOSB, SBE, etc. Participation - Vendor must provide a copy of letter(s) or certificate(s) for Due Diligence requirements.

Vendor is certified: ☐ Yes ☒ No

If Yes, state the certification(s) here: _____

Some PCA Members have specific goals for use of HUBs, etc., including subcontracting requirements, and will require that a plan be submitted to meet their goals. See TEX. GOV'T. CODE, Chapter 2161.

State percentage of Vendor's business with HUB/WMBE/SBE subcontractors: 15 %

17. Awards/Certificates/Licenses - Attached

- List environmental, social or industry standards awards or recognition Vendor has received. Provide documentation.
- Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.
- List company and staff certifications and licenses that may be brought to this cooperative program.

18. Company Delivery Policy. State fully your delivery terms and conditions, including: -N/A to this Contract

- Minimum order for free delivery
- Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.)
- Delivery time and fill rate
- Establish delivery schedule(s), where the requirement permits, which encourage participation by Small and Disadvantaged Businesses (2 C.F.R. § 200.321)

19. Freight, Deliver, Inspection & Acceptance, if applicable. If Not Applicable, initial here NA

20. Provide company safety plan, if applicable. Attached If Not Applicable, initial here

21. Provide Subcontracting Plan, if applicable. Attached If Not Applicable, initial here

22. Provide Safe and Secure Plan, if applicable. Attached If Not Applicable, initial here

23. List all other cooperative contracts currently held by Vendor:

COOPERATIVE NAME - DISCOUNT OFFERED - EXPIRATION DATE ☐ Check here, if none.

Allied States .94 coop. July 31st 2020

24. If awarded a contract, an award packet will be mailed to facilitate a "kick-off" training either by meeting at the PCA office or by phone conference. Provide the contact information for where PCA should send the award packet:

Printed Name of Person to Contact: Todd Grafenauer

Address: 1876 Enerlee Rd

Jacksonville FL 32216

Phone #: 904-764-6887 Email: todde@morphy-pipelines.com



MURPPIP-01

MATHURR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2020

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

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

PRODUCER License # 0E67768

Insurance Office of America
1 Sleiman Parkway
Suite 130
Jacksonville, FL 32216

CONTACT

NAME:

PHONE (A/C, No, Ext): (904) 448-9777

FAX (A/C, No): (904) 448-9788

E-MAIL

ADDRESS:

INSURED

MURPHY PIPELINE CONTRACTORS, INC
1876 EVERLEE RD
Jacksonville, FL 32216

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Security National Insurance Company (AmTrust)

19879

INSURER B: Old Republic Insurance Company

24147

INSURER C: Tokio Marine Specialty Insurance Company

23850

INSURER D: XL Specialty Insurance Company

37885

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		SES1113806-01	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 314447 20	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PUB708956	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 314446 00	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			UM00070931MA19A	11/9/2019	2/1/2021	Rented/Leased \$ 150,000

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

Project Name:
20-C-00032 Water Main Improvements Design Build

City of Tampa is additional insured with respect to General Liability as per written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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11811 North Freeway, Suite 500
Houston, Texas 77060
PH: (281) 591-4707
www.pcamerica.org

PCA is issuing this RFP on behalf of PCA Awarding Agency and PCA Members

RFP # OD-307-20

Request for Proposal

For

**TRENCHLESS REHABILITATION & RELATED ITEMS
AND SERVICES**

Submittal Deadline and Public Opening:

TUESDAY, APRIL 28, 2020 AT 11:00 AM CT

All proposals required to be submitted by the date and time above.
Bonfire electronic bidding software will lock down on this date/time.

**Questions regarding this RFP must be submitted in Bonfire
and are answered electronically. The deadline for all questions
is five (5) days prior to the submittal deadline.**

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TAB 1 – NOTICE OF INTENT

City of O'Donnell ("Awarding Agency"), located at 615 8th Street, O'Donnell, Texas 79351, an agency of the State of Texas, is awarding this contract for use by all current and future PCA Members.

Contract(s), if any, awarded as a result of this solicitation will be available for use by PCA Members to access on an "as needed" basis from a list of contracts that have been competitively procured and awarded to Vendors by the Awarding Agency.

PCA is soliciting Vendors to provide Trenchless Rehabilitation & Related Items and Services. The initial term of the contract is a period of one (1) year with four (4) subsequent one (1) year automatic renewals unless terminated by the parties as allowed under this contract. Companies are expected to be experienced and qualified in providing these services to PCA Members using a PCA contract that can be used either on a national, statewide, regional or local basis.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

Awards will be made to the successful proposer(s) for the total line of services submitted. Awards will be based on the criteria set forth within this document.

Local Vendors Encouraged to Respond – All States

PCA encourages local and regional Vendors to respond and provide service to school districts and local governmental agencies throughout Texas and other states.

Benefits of a PCA Contract Award

The benefits of a PCA contract award are:

- Multi-year contracts,
- Comprehensive contracts, and
- Fair and open competition

Interlocal Contracting Authority

PCA Members may access these contracts under *TEX. GOV'T. CODE, Title 7, Intergovernmental Relations, Chapter 791, Subchapter C* in Texas and similar joint powers codes in other states, such as *State of Arizona Statutes, Title II, Chapter 7, Intergovernmental Operations, Article 3, Joint Exercise of Powers*; *State of New Mexico Statutes, Chapter 11, Intergovernmental Agreements and Authorities, Article 1, Joint Powers Authority*; *State of Louisiana Title 39, Subtitle 111, Chapter 17, Part VII and Title 38 Public Contracts*; *State of Arkansas, Title 19, Chapter 11, Sub-chapter 2 – Arkansas Procurement Law*; and other states. *State of Oklahoma, Title 74 State Government, Chapter 31 Interlocal Cooperative Act*.

Other states' joint powers codes may be found listed on the PCA website: www.pcamerica.org

Applicable Laws, Codes and Regulations

PCA procurement procedures meet the following statutes as well as the applicable *Federal Acquisitions Regulations (FAR & DFAR)* by reference to meet the requirements of Federal Agencies and federally funded programs and grants.

TEX. EDUC. CODE § 44.031(a)(4) "...all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$150,000 or more in the aggregate

for each 12-month period shall be made by the method...that provides the best value for the district [including] an interlocal contract..."

TEX. EDUC. CODE § 51.9335(a)(4) "...each institution of higher education, as that term is defined by *Tex. Educ. Code § 61.003*, including each public junior college to the extent possible, "may acquire goods or services by the method that provides the best value to the institution, including...a group purchasing program."

TEX. EDUC. CODE § 73.115(a)(4) "...University of Texas at El Paso "may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program."

TEX. EDUC. CODE § 74.008(a)(4) "...University of Texas Medical Branch at Galveston "may acquire goods or services by the method that provides the best value to the medical branch, including...a group purchasing program." Other Texas Universities are also covered under Texas Codes with the same text.

TEX. LOCAL GOV'T. CODE Chapter § 271, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments.

TEX. LOCAL GOV'T. CODE Chapter § 262, Purchasing and Contracting Authority of Counties.

24 C.F.R. 85.36(b)(5) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. "To foster greater economy and efficiency, grantees and sub-grantees [of federal funds/grants] are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services." (In Texas, applies only to Texas Tribal Governments.)

Information regarding local, state, federal, and Indian Government agencies that can use this solicitation, once awarded as a contract, can be found on <https://www.usa.gov/state-tribal-governments>. All state agencies in www.usa.gov are included by reference.

FEMA Requirements, If Applicable

A non-Federal entity receiving Federal funds, such as a Public Assistance award to restore a damaged building, must comply with the conditions attached to the grant. A non-Federal entity must comply with the procurement requirements imposed by Federal law, executive orders, and Federal standards and regulations, as these exceed the authority over non-Federal requirements, such as local or state procurement standards to the extent they conflict with Federal requirements. A non-Federal entity must not make any award or permit any award at any tier to parties listed on the government-wide exclusions in the System for Award Management (SAM), which can be found at www.sam.gov. In response to this requirement, PCA requests that Form J in TAB 4 be signed and dated.

Responsibility to Know and Follow State and Local Laws

It is the responsibility of the Vendor and Member to be sure all state purchasing laws/requirements are met in the jurisdiction where they are operating.

All Local Governments, Municipalities, Counties, K-12 Schools, higher education, state and federal agencies may use this contract when awarded. Each jurisdiction is subject to its own and members' requirements. The use of this contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

All Vendors shall also be familiar with Arizona Statutes and shall adhere to these requirements under this contract when working in Arizona, and adhere to other state's statutes, as appropriate.

PCA Members are responsible for ensuring that they are NOT engaged and doing business with any contractor doing business with those individuals, entities or countries sanctioned by the U.S. Government. Effective February 1, 2017, each new PCA contract for the procurement of goods or services includes a clause that requires the contractor to certify that the contractor does not have scrutinized business operations with any countries sanctioned by the U.S. Government. Also, if the contractor subsequently does business in/with a country that is sanctioned by the U.S. Government, the contractor will immediately notify the PCA Member.

If successful in being awarded a contract, Vendor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. Vendor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work. All documents prepared, along with manufacturer's data sheets and spec sheets, shall be submitted for review and approval by authorities having jurisdiction.

Specific applicable sections of federal and state statutes, procedures, or regulations, as well as local requirements, may be added as a Supplemental Contract or on the Purchase Order being issued under this contract as deemed necessary and jointly agreed to by PCA Member and Awarded Contractor.

USMCA and PCA Contracts

Known in the United States as the United States–Mexico–Canada Agreement (USMCA); in Canada, it is officially known as the Canada–United States–Mexico Agreement (CUSMA) in English and the *Accord Canada–États-Unis–Mexique* (ACEUM) in French; and in Mexico, it is called the *Tratado entre México, Estados Unidos y Canadá* (T-MEC).

USMCA allows the United States, Mexico and Canada to contract to buy and sell goods and services. The uniqueness of any contract or how it may be procured is not specified under the provisions of the treaty. It is therefore left to the laws of each of the signatories. Contracts can be accessed through PCA if the U.S., Mexican or Canadian entity involved has the statutory authority and requests its use.

Several Canadian provinces have written into their Joint Powers Statutes the ability for their agencies to exercise mutual joint powers and cooperative agreements. Similarly, the Government of Mexico, its departments and agencies, may be able to sign an intergovernmental contract with PCA for the use of PCA contracts. An intergovernmental contract is not required by PCA or State of Texas.

U.S., Canadian and Mexican entities will know their own contracting requirements and laws governing the use of PCA contracts and the purchasing and the expenditure of funds by their individual agencies.

Future trade agreements replacing, modifying, or superseding USMCA may also be used when ratified, as allowed by the signatories.

INTRODUCTION

PCA Membership

PCA Awarding Agencies which are agencies of the state of Texas may enter into agreements with governmental entities of other U.S. States, U.S. Territories, Canada and Mexico as allowed and approved by their laws and local jurisdictions. All entities wishing to join PCA to access PCA contracts must know their federal, state and/or local requirements.

A government agency that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive quotes for the purchase of products and services.

By using PCA, eligible entities can provide the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the time and cost of performing the procurement process. This PCA Contract will allow agencies to purchase on an “as needed” basis from a competitively awarded contract.

PCA Membership is open to public and private schools including independent school districts and charter schools, education service centers, colleges, universities, municipalities, counties, political subdivisions, federal agencies, other governmental agencies, and non-profit entities, throughout the United States and its territories that follow local governing authority allowing them to utilize contracts procured by PCA and administered by Awarding Agency, pursuant to the *TEX. GOV'T. CODE §791, Interlocal Cooperation Act*, and *TEX. LOCAL GOV'T. CODE, Chapter 271, Subchapter F*, and similar statutes in other states.

Vendors are responsible for signing up Members with PCA. Members benefit by having a multi-year contract and by saving the time and expense of developing solicitations and evaluating responses from numerous vendors.

The specific scope of work for each purchase order shall be determined in advance and in writing directly between the Member and the Vendor.

Financing of PCA

There is no PCA membership fee to join PCA. The total cost of the PCA program is funded through an administrative fee paid by Vendors based on a percentage of Vendor gross sales, less expenses for special insurance, taxes, etc. or as otherwise stated in the contract. The Vendor pays the applicable administrative fee to PCA as progress payments are received, if applicable, or upon receipt of final payment.

PCA will provide limited oversight in assisting Vendors in marketing to PCA Members, training (education), and provide, at a minimum, an annual review of each Vendor. These services will be paid for out of the administrative fee. PCA will not market or sell directly for Vendors.

Purchasing Process Using PCA Contracts (Reference “Records Retention” and “Right to Review, Audit and Inspect” in Terms and Conditions)

Contracts are awarded by PCA’s Awarding Agencies’ Board, Council or other approving Authority following open competition in compliance with all applicable Texas procurement rules and regulations.

PCA Members send their Purchase Orders, with the PCA Contract Number referenced, directly to the Vendor. The Vendor delivers products/services to the Member and then invoices the Member. The Vendor sends monthly reports, listing current active purchase order details; and projects/purchases under discussion but not yet approved.

When invoiced payments are received by Vendor/Contractor, the administrative fees are paid to PCA with copies of relevant P.O.s, work orders, or other authorized documents. If monies are received for progress payments or open purchase order payments, administrative fees based on those receipts are also paid to PCA at the time of receipt. At the conclusion of purchase or service when final payments for open purchase orders are paid, the admin fee is paid and monthly report states final payment.

PCA also requests its Members to send a completed copy and any updates, change orders, work orders, that have been issued to the contracted Vendor for PCA records. PCA does not need to approve them. All purchasing negotiations and bids are decided between the Member and the Vendor/contractor with the Contract Number noted on all approved, and signed purchase documents. Online purchases and web purchases need to be copied and forwarded to pcamerica@pcamerica.org.

Copies of purchase orders and other approved work or purchase documents are part of due diligence as extensions of the awarded contract and allow the Member entity to pass audits. It is in the interest of both

parties to have all purchasing documents properly issued; including the contract number noted on the documents, with proper signatures/approvals and dates. PCA is not responsible for sales or loss of monies that have not been properly allocated for purchase under State and/or Federal Laws.

Maximum Annual Aggregate of the Contract

In compliance with *TEX. GOV'T. CODE §2269.403(b)*, PCA is establishing the maximum annual aggregate contract price for each of the contracts awarded pursuant to this solicitation for the PCA cooperative program at **\$30** million in aggregate per Member per year. The amount may be increased at each of the contract renewal periods or at the request of the Vendor or Member and based upon project requirements. Please contact PCA for the template and instructions for contract amendment requests.

TAB 2 - INSTRUCTIONS TO VENDORS

To qualify for evaluation, a proposal must be submitted on time and must materially satisfy all mandatory requirements identified in this solicitation. Vendors must follow the format instructions detailed below in preparing their proposals.

Vendors shall submit proposals electronically in the Bonfire system. The Vendor is responsible for supplying the company legal name, the DBA ("Doing Business As") if different from legal name, names of authorized representatives, and contact information in their response for the purpose of receiving notices, changes, addenda or other critical information.

Electronic Solicitation Response and Submission

PCA uses the Bonfire Interactive Ltd eProcurement system for submitting responses to solicitations. **PCA will no longer accept hardcopy responses for any solicitations.**

Questions regarding the Bonfire application will be answered by Bonfire support personnel. Questions regarding the solicitation will be published on Bonfire and an email will be forwarded to all potential submitters who have downloaded the solicitation. Further instructions are available on the Solicitations Tab at the PCA website www.pcamerica.org or in the Messages area in Bonfire. **Questions can be submitted up to five (5) days in advance of the deadline.**

Vendors are responsible for reading and understanding the entire solicitation and to fully inform themselves as to the terms, conditions, requirements and specifications of this solicitation before submitting a response. Failure to do so will be at the respondent's own risk. The law makes no allowance for errors of omission or commission on the part of the respondent; furthermore, the respondent cannot secure relief on the plea of error or ignorance concerning any requirement included in the solicitation.

Responses may be uploaded, replaced, corrected, etc. until the deadline indicated in this solicitation at which time the software will lock down the responses and no further changes or uploads may be made.

All signature documents are found in Tab 4. All documents must be signed by a company representative who is authorized to enter into contracts on behalf of the entity. The person signing the forms must also enter a printed, legible copy of the signature and indicate his/her title along with signature. Responses received without proper signature may not be considered. Electronic signatures will be accepted. Vendors should retain photocopies for their files. Failure to submit any document or information requested as part of the solicitation may result in the rejection of the entire response.

Neither Purchasing Cooperative of America nor the Awarding Agency will be responsible for technical difficulties that respondent may encounter when submitting documents electronically unless the problem is with the PCA website and/or Bonfire and uploading is not possible. Respondent must inform PCA immediately of any upload problems. The problem will be researched and notice will be placed on the website of resulting advice. If the problem cannot be fixed quickly, a deadline extension (addendum to the solicitation) may be issued and posted on the website for download and inclusion in submittal.

PCA reserves the right to query respondent(s) concerning minor discrepancies within their submittal. Exceptions to the Terms and Conditions of the contract will be discussed with the respondent and decisions to accept or reject will be considered during the review process.

PCA and Awarding Agency assume no financial responsibility for any costs incurred by Vendors in developing and submitting a response or any amendments or addenda, participating in pre-proposal meetings, in any negotiation session or discussions, or any costs incurred by Vendors pursuant to this solicitation.

Vendors that are not awarded a contract may make a written request for a meeting to discuss their submittal.

Required Format

Vendor is responsible for ensuring that PCA has the appropriate legal company name, a DBA ("Doing Business As") if one is used, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

Vendors shall submit responses with the RFP # and Title located in the heading on the left margin on all uploaded pages. Company Name shall be in the heading on the right margin.

Uploaded documents must be in .pdf format.

There are Six (6) tabs to be used in response to the solicitation. Respondent shall upload responses into the appropriate TAB. Responses should be direct, concise, complete, and unambiguous.

Required Tabs

The entire solicitation has been provided in Bonfire for those Vendors who wish to be able to review the whole solicitation at one time without downloading individual Tabs. However, responses to the solicitation must be uploaded in Submissions separately for Evaluation Committee review. The following Six (6) tabs are required to be submitted in Bonfire in Submissions.

Tabs 1, 2, and 3 have been combined in Bonfire to facilitate download and upload for Vendor response. Download and Read each section. Upload with Vendor Response under Tab 1-3 Submissions.

Tab 1-Notice of Intent

Tab 2-Instructions, Definitions and Evaluation.

Tab 3-Contract Terms and Conditions.

(This action confirms that Vendor has read Tabs 1, 2, and 3).

Tabs 4, 5, and 6 require Vendor response for Evaluation Committee to review.

Tab 4-Signature Forms and Vendor Questionnaire/Company Profile.

(1) Download (2) Review, Sign and Date Forms (3) Complete the Questionnaire/Company Profile (4) .pdf documents (5) Upload in Submissions under Tab 4.

Tab 5-Scope and Specifications.

(1) Download (2) Create Response (3) .pdf documents (4) Upload in Submissions under Tab 5.

Tab 6-Pricing.

(1) Download (2) Create Response (3) .pdf documents (4) Upload in Submissions under Tab 6.

Large Document Submissions

Bonfire restricts individual documents larger than 1,000MB. Documents larger than the requirement will need to be segmented into smaller sizes and uploaded as separate documents. For large catalogs, Vendor in their submission may direct the Evaluation Committee to a website where the current catalog resides. If sign-in and passwords are required, Vendor must supply this information in the submission and have it active for the evaluators to access.

Addendum(s) to this Solicitation

In the event that any changes to this solicitation occur subsequent to the issuance of the original solicitation, the changes or corrections to this solicitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original solicitation or any previous addendum. Each addendum will be made available to all entities on Bonfire. PCA will attempt to notice all entities that are known to have received a copy of this solicitation. However, PCA assumes no

responsibility for ensuring that all Vendors receive notification. It is the respondent's responsibility to check the website for any possible addendums to this solicitation prior to finalizing their submission.

Purchasing Cooperative of America, acting on behalf of the PCA Awarding Agency, is the sole authority for the issuance of any addendum related to this solicitation.

Each addendum notification must be signed by Vendor's authorized representative and be uploaded into TAB 4. **If an addendum is issued, (1) read and/or download; (2) respond as necessary with proper signature(s); (3) create .pdf; (4) upload to Tab 4 in Bonfire.**

DEFINITIONS

In this solicitation and in the Contract, the following terms shall have meaning as follows:

PCA Awarding Agency - an agency of the State of Texas. All Awarding Agencies are considered members of PCA and as such, are available for using PCA contracts.

Purchasing Cooperative of America ("PCA") – a national cooperative purchasing program managing and administering innovative contracts administered by an Awarding Agency of the State of Texas.

Member(s) – including non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, local, state, federal, and other governmental entities and agencies throughout the United States and its territories that follow local governing authority allowing them to utilize contracting vehicles procured by PCA and administered by Awarding Agency, pursuant to the *TEX. GOV'T. CODE §791*, Interlocal Cooperation Act, and *TEX. LOCAL GOV'T. CODE, Chapter 271*, Subchapter F, and similar statutes in other states.

Administrative Fee ("Admin Fee"/ "Fee") – the fee paid by Vendors with awarded contracts to fund the total cost of the cooperative program. The Fee must be included in the Vendor's price (as overhead, for example) and will not be issued as a separate line item in any invoice issued to Members. Vendors must pay the Fee within thirty (30) days of the completion of any Purchase Order unless the project has progress payments in which case, the Vendor is required to pay the Fee in proportion to progress payments within thirty (30) days of the monthly report.

Best Price – Vendor's best price offered to all governmental, cooperative or retail customers.

Best Value – the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. 'Best Value' includes multiple parameters, including experience, references, quality of Vendor's products/services, and price.

Bidder, Resident and Non-resident – "Resident bidder" is a person/entity whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Non-resident bidder" is a person/entity who is not a resident of Texas. See *TEX. GOV'T. CODE §2252.001*.

Bonfire – The software application of choice for PCA is Bonfire when soliciting RFPs, RFQs, etc.

Contract – the entire agreement between the parties. (See Tab 3 - Contract Terms and Conditions)

Contract, Addendum – wording added to the original contract that was omitted, whether by mistake or by necessary change. For example, an addendum might be added to a contract to change a date or add detail regarding delivery of goods or pricing.

Contract, Amendment – a minor permanent change in a contract; i.e., a correction of an error, an addition to, deletion from, or correction or modification of an existing contract.

Contract, Supplemental – a separate, additional contract entered into between a Member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the Contract and the solicitation, including, without limitation, invoice requirements, ordering requirements, on-campus service, specialized delivery, discounted pricing, etc. Additional scope, specifications, and/or requirements agreed to by the Member and the Vendor, may be put in a Supplemental Contract or on a Purchase Order/Job Order.

Contractor – a seller/provider of goods/services; the entity/person responding to this solicitation and person(s) / entity(ies) to whom a contract has been awarded by an Awarding Agency; see Vendor.

Days – calendar days, unless specified as business days. The following are recognized holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. It is up to the Vendor to recognize holidays in the states and jurisdictions in which they work.

Delivery Order – document that defines the scope of services to be performed for the Purchase Order; specific to service contracts.

Hours, Premium – the hours not included in Regular Hours or Federal holidays. Premium Hours must be approved by the Member for each Delivery Order and noted in the Job Order Response as a line item during negotiations; overtime. Applies to Job Order Construction-type work.

Hours, Regular – the hours between 7 a.m. and 6 p.m. Monday thru Friday.

Disadvantaged Business Enterprise – local, state or Federal designation to businesses that have been deemed to be “historically under-utilized businesses” (HUB); including but not limited to VOSB (Veteran Owned Small Business), MWBE (Minority- and Women-Owned Business Enterprise), and SBE (Small Business Enterprise).

IDIQ – “Indefinite Delivery Indefinite Quantity” contracts that provide for an indefinite quantity of goods/services for a fixed term. Awards are usually for base years and option years.

Job Order Response – a document prepared by the Vendor and sent/given to the Member that includes line item estimates for work to be performed; specific to Job Order Contracting-type projects.

Material Safety Data Sheet (MSDS) – labeling and documentation of hazardous materials.

Procurement – buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any materials, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Purchase Order (PO) – the Member's written approval for the Vendor to proceed with the negotiated Delivery Order. Special terms and conditions agreed to by Vendor and Member may be added as addendums (supplemental contract) to the PO, including such items as requirements concerning certificates of insurance and small or disadvantaged business goals.

Responsive Vendor – person, company, firm, corporation, partnership or other organization who submits a response which conforms in all material respects to the solicitation document.

Scope of Work (SOW) - the specific work that has been agreed to be undertaken and accomplished by Vendor for the Member via the Purchase Order.

Solicitation – Various formats including invitation to bid (ITB), request for technical offers (RTO), request for proposals (RFP), request for qualifications (RFQ), or other invitation or request by which a Vendor is invited to participate in a procurement.

Specifications – a description of physical or functional characteristic, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Term – the then-current Term of the Contract, whether an initial term or a renewal term.

Value Add – other products/services provided by the Vendor that are adjunct to this solicitation that would be beneficial to Members.

Vendor – a seller/provider of goods/services; a Vendor responding to this solicitation or Vendor(s) to whom a contract has been awarded by the Awarding Agency; also, a PCA Awarded Contractor.

Vendor, Responsible – Vendor having adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the products/services listed herein.

Vendor's Key Staff Members - staff critical to the quality, implementation, and successful support and execution of the contract. Vendor's Key Staff Members typically include the Corporate Officer in charge of the PCA Contract, Purchase/Delivery Order Manager/Business Manager, and Marketing Manager.

EVALUATION

Timetable

The timetable shown below will be followed for this solicitation. This table is only an estimate and may vary, especially in the case where an addendum is issued.

Activity	Date
Advertised – 1 st Time	Thursday, April 3, 2020
Advertised – 2 nd Time	Thursday, April 9, 2020
Pre-Proposal Meeting (Must RSVP)	Tuesday, April 14, 2020
Final Date for Questions	Thursday, April 23, 2020
Proposals Due	Tuesday, April 28, 2020

PCA will hold a pre-proposal meeting for this RFP. This meeting is not mandatory. Check the schedule for date and time, then RSVP to pcamerica@pcamerica.org at least 24 hours prior to the meeting date. You have 2 options: (1) come to the PCA Houston office or (2) join the meeting via GoToMeeting or other similar application. If you choose the GoToMeeting option, PCA will send you the login information.

Proposal Review and Contract Award or Non-Award notices will be issued as soon as practical or within 30 days of submittal.

Award of Contract

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined, per review by the Evaluation Committee, to be the best value to PCA Members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

Competitive Range, If Applicable

It may be necessary for PCA to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range will be deemed unacceptable and will not receive further award consideration.

Deviations and Exceptions to Requirements

Deviations to the Contract or exceptions to the Terms and Conditions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

Clarification and/or Discussions

During the review process PCA may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between PCA and Vendor can only take place after the deadline receipt of proposals. PCA reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. PCA will not assist the Vendor in the revision or modification of its proposal nor will PCA assist the Vendor in bringing its proposal to the same level of other proposals received by PCA.

No Guarantee of Quantities

Awarding Agency/ PCA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this solicitation and the resulting contract(s), if any. Awarding Agency /PCA makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP.

Disadvantaged Business Enterprise Certification

Awarding Agency/PCA encourages the use of HUB, MWBE, VOSB, and SBE companies, both as prime and subcontractors. Subcontractors must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE, VOSB and SBE participants.

Some PCA Members have specific goals for HUB requirements and will require that a plan be presented by the prime contractor to meet their goals. Vendor shall indicate in their response to this solicitation whether or not they are a Historically Under-utilized Business (HUB), Minority and Women's Business Enterprise (MWBE), Veteran Owned Small Business (VOSB), and Small Business Enterprise (SBE) Participation, etc. and with whom they are certified; e.g., Local, State, or Federal. **Failure to submit the certificate of the awarding entity will result in the Vendor not receiving credit for the HUB, MWBE, VOSB, and SBE status during evaluation.**

PCA Compliant with 2 C.F.R. § 200.321 in the Support of Small and Disadvantaged Businesses

In addition to full and open competition, non-Federal entities must take all necessary affirmative step to assure that "...Disadvantaged businesses, women's business enterprises, and labor surplus area firms..." are used when possible. Awarding Agency/PCA is familiar with and knowledgeable about 2 C.F.R. § 200.321 and can demonstrate throughout this solicitation and in due diligence documentation that PCA has taken the following "6 affirmative steps" procuring and awarding contracts. (1) PCA places Small and Disadvantaged Businesses on the solicitation lists; (2) Small and Disadvantaged Businesses are solicited as potential contract awards; (3) using the services of the SBA and MBDA as appropriate to identify Small and Disadvantaged Businesses as potential responders of PCA solicitations; (4) Direct Vendors and Members to create delivery schedules that encourage participation by Small and Disadvantaged Businesses; (5) Where legal and practical and economically feasible, Vendors and Members may divide

their total purchase and/or service requirements per 2 C.F.R. § 200.321. HUB companies earn an additional point during Evaluation Committee review of solicitation responses; and (6) requiring prime contractors using subcontractors to take the “6 affirmative steps.” **See paragraph titled “Subcontractors, If applicable, in Tab 3 – Contract Terms and Conditions**

Because PCA is compliant with 2 C.F.R. § 200.321, PCA Members are also in compliance. The PCA Member may require verification of the Vendor’s or their subcontractor’s HUB status. PCA allows Members to negotiate with the Vendor they are dealing with to use HUB subcontractors in order to meet their HUB goals.

Formation of Contract (Execution of Offer)

A response to this RFP is an Offer to Contract with Awarding Agency based upon the terms, conditions, scope of work, and specifications contained in this solicitation. A solicitation and the Vendor response do not become a contract unless and until a contract is awarded by the Awarding Agency’s approving Board, Council or other Authority.

Interpretation

This solicitation represents the basis for any contract award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Proposals should be self-explanatory and should not require any clarification or additional information.

Non-Collusion Statement

Vendors are required to certify the Non-Collusion Statement in the Signature Forms Tab 4. Vendors are required to state the party submitting a response; that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agree, directly or indirectly, with an entity or person, to submit a sham response or to refrain from responding and has not in any manner, directly or indirectly, sought by contract or collusion, communication or conference, with any person, to fix the proposed price or of any other Vendor; or to fix any overhead, profit or cost element of said proposed price, or of that of any other Vendor; or to secure any advantage against PCA/Awarding Agency or any person interested in the proposed contract; and that all statements in said response are true.

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

Open Records Policy – Texas Public Information Act

Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. Proposals submitted to PCA as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated.

IMPORTANT: If Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Awarding Agency/PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

“Contractor [Vendor] is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.” *TEX. GOV’T. CODE 2252.907.*

Preferences

PCA may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds. See *TEX. GOV'T. CODE §2252.001-.004*.

Similar Products

Whenever product(s) is(are) referred by PCA in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

Contract Award / Multiple Awards

Contract awards will be made to the successful respondent(s) for the total line of services submitted based on the criteria set forth within this document. Awarding Agency/PCA reserves the right to award multiple contracts.

Because PCA is a national cooperative, it may be in PCA Members best interests to offer multiple contract awards. Awarding Agency/PCA reserves the right to award multiple contracts for the following reasons:

- 1) Geographic location of offices/services;
- 2) Different offerings, such as product lines;
- 3) 'Value Add' offerings;
- 4) Vendor qualifications/market presence;
- 5) Small businesses and large companies offering quality products/services; and
- 6) Other reasons vendors provide value to PCA membership.

PCA Compliance With Texas DOA Administrator's Reference Manual, Section 17, If Applicable

PCA Compliance with Texas Department of Agriculture (TX DOA) Administrator's Reference Manual (ARM), Section 17 - Compliance with Texas Department of Agriculture requirement 17.74 (dated June 25, 2015) pursuant to USDA Memo SP 12-2016 (dated November 13, 2015) requires the public advertising for an RFP to include either (1) the detailed specifications and/or technical requirements, and (2) the method and criteria for evaluation OR the location and process to access the information.

Solicitation responses are evaluated per TEC 44.031 and recommendations for contract award(s) are based on the following Evaluation Factors. The detailed specifications and technical requirements are found in the Scope and Specifications section. The location and process to access this information are also contained in the public notice as required.

Evaluation Factors	Point Value
<u>Qualifications</u>	
Products/Services	20
Qualification and Experience	20
Performance Capability	20
Reputation of Vendor (References)	15
Pricing	25
SUBTOTAL POSSIBLE 100 POINTS:	<u>100</u>
<u>Additional Qualifying Points</u>	
'Value Add' Products and Services	7
HUB/MWBE/VOSB/SBE/ISO Certifications	<u>3</u>
GRAND TOTAL POSSIBLE POINTS:	<u>110</u>

**TAB 3 - CONTRACT TERMS AND CONDITIONS
CONTRACT BETWEEN**

("PCA AWARDING AGENCY")**AND**

("VENDOR")**FOR****TRENCHLESS REHABILITATION & RELATED ITEMS AND SERVICES**

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-307-20 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to the Awarding Agency/PCA, this Contract shall prevail. In the event of a conflict between this Contract

and the Supplemental Contract, as to the PCA Member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise. This supplemental contract may be added to the PCA Member's purchase order.

Exceptions from Item Specification or Contract Terms and Conditions

Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in detail by the respondent at the time of submission of the response. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the respondent's submittal will hold the respondent accountable to the Cooperative and its Members to perform in strict accordance with all the Contract Terms and Conditions and all the item specifications as written. The respondent should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with their response may place the respondent at a competitive disadvantage or otherwise prevent the Cooperative from considering the response.

If applicable, any deviation from any of the specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the Vendor to the remedies identified in the section of Contract Terms and Conditions entitled "Remedies for Non-Performance of Contract and Termination of Contract" and may jeopardize future business from Awarding Agency and Purchasing Cooperative of America and PCA Members.

Section Titles

The section titles in the Contract Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

Use of Contract by PCA Members; Addition of New Members

Vendor agrees and understands that this solicitation and Contract may be used to accomplish work for both current and future PCA Members. *TEX. GOV'T. CODE §2269.407*. It is the responsibility of Vendor to bring new Members wishing to utilize their products and services into the Cooperative.

Multiple Contract Awards;

In accordance with *TEX. GOV'T. CODE §2269.406*, PCA/Awarding Agency reserves the right to award multiple contracts under the solicitation, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of PCA. Because PCA is a national cooperative, it may be in PCA Members' best interests to offer multiple contract awards. PCA reserves the right to award multiple contracts for the following reasons: 1) Geographic location of offices/services; 2) Different offerings, such as product lines; 3) 'Value Add' offerings; 4) Vendor qualifications/market presence; 5) Small businesses and large companies offering quality products/services; and 6) Other reasons Vendors provide value to PCA membership.

Non-Exclusivity

Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to PCA Members. During the Term of this Contract, PCA Members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

Vendor Protest/Appeal Procedure

PCA has a written Vendor Protest/Appeal Procedure that is published on the PCA website at www.pcamerica.org/faqs. The format protest/appeal must be in writing, present a precise statement of the relevant facts, identify the specific issue(s) to be resolved, and present arguments in support of the protest.

Negotiations

PCA shall determine which responses are in the competitive range and/or are reasonably susceptible of being selected for award. Responses not in the competitive range may not be further evaluated. Responses in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that PCA decides to conduct negotiations, notice shall be provided to each Vendor whose response is being considered for award. This notification may identify, in general terms, the elements or factors upon which PCA intends to base its negotiations.

Vendors will not be assisted, in any way, to bring their responses up to the level of other responses through discussions. During the course of negotiations, no Vendor's technical response or pricing shall be revealed to any other Vendor or to any other person who is not involved with the evaluation process. PCA will also not indicate to Vendor a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Vendors' responses or prices.

Best and Final Offer

PCA in its sole discretion, may request all responses in the competitive range to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing. If Vendor does not respond to the request for a Best and Final Offer, then that Vendor's most recent offer will be considered to be its Best and Final Offer.

No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of the Awarding Agency, is an independent contractor, and is not an employee, agent, joint venture, or partner of any PCA Member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the Awarding Agency, PCA and Vendor, any PCA Member and Vendor, PCA, Awarding Agency and any of Vendor's agents, or any PCA Member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of PCA, the Awarding Agency or any PCA Member, and PCA, Awarding Agency and PCA Members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that Awarding Agency, PCA, its employees, agents, Board of Directors, Council, other Authority, administration, and PCA Members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

Amendment(s) To This Contract Between Awarding Agency/PCA and Vendor

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's estimate or quote, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the PCA Member and Vendor.

No amendment of this Contract shall be permitted or shall have any effect unless and until a written amendment to this Contract is approved and executed by PCA.

Term of Contract; Renewal of Contract

The initial Term of this Contract is for a period of one (1) year, with PCA having the option to renew the Contract for four (4) additional one-year terms, at Purchasing Cooperative of America's sole discretion. See *TEX. GOV'T. CODE §2269.409*. Consequently, the total Term of the Contract may be for a period of five (5) years. All of the renewals take place automatically unless the awarded contractor/vendor is notified otherwise 30 days prior to the date of renewal. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

PCA reserves the right to award contract(s) to a Vendor for a longer initial term period if it is determined to be in the best interest of the Awarded Agency and/or PCA Membership.

Upon mutual written agreement of the both parties, this contract may be extended beyond the expiration of the contract time period.

Vendor Assignment of Contract to Others

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of PCA. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of PCA and, if applicable, the PCA Member.

Compliance with Laws – Federal, State, Local and Other Recognized Governments

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable:

- *Federal Agencies may incorporate by reference the Federal Acquisition Regulations (FAR and DFAR) sections that are appropriate to their project requirements*
- *All contracts made by the non-Federal entity under a Federal award must contain the appropriate provisions of 2 CFR, Part 200 – Appendix ii*
- *Workers' compensation laws*
- *Minimum and maximum salary and wage statutes and regulations, including prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5). When required or requested by a PCA Member, Vendor shall furnish PCA Member with satisfactory proof of Vendor's compliance with this provision with a "certified payroll". It is the Member's obligation to inform the contractor of this requirement and note it in the Purchase Order.*
- *Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5)*
- *Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60)*
- *Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330 / 29 CFR Part 5)*
- *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *Section 508 of the Clean Water Act (33 U.S.C. § 1368)*
- *Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),*
- *Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85)*
- *Mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).*

For Arizona Purchase Orders under this contract:

- *AZ 34-607 as revised, will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Members*

- *Arizona "Cancellation or Conflict of Interest" A.R.S. 38-511*
- *Records Retention: School Code R7-2-1083 by A.R.S. 35-214 and 35-215*
- *All Vendors shall comply with A.R.S. 41-4401 and 23-214(A) "Federal Immigration and Nationality Act" (FINA) as well as all federal laws when working in Arizona, while these requirements are for Vendors wishing to work with Arizona School Districts, Vendors shall also meet the jurisdictional requirements of other states as appropriate.*
- *A.R.S 15-512(H) provides for fingerprinting for contractors and subcontractors, and Vendors to be fingerprinted where frequent or regular services are performed on school grounds (similar to Texas requirements).*

All States:

- *For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the PCA Member at cost as part of the Purchase Order, unless the permits are provided by the PCA Member.*
- *Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the Member's Purchase Order or Job Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.*
- *The states of individual PCA Members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements.*

Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Vendor's industry equally and are not actions taken solely against the Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither PCA nor PCA Members will be responsible for any costs incurred by a Vendor because of the Force Majeure event unless the PCA Member has requested, in writing, that the Vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section, in the event the Vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the Cooperative shall have the option to terminate this Contract. Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the PCA Member's rights as provided elsewhere in this contract.

Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving Awarding Agency must be brought exclusively in the state and federal courts located in County of Awarding Agency, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving Awarding Agency but involving a PCA Member and Vendor shall be governed by the laws of the state of the Member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the Member.

Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS AWARDING AGENCY, PCA, AND EACH PCA MEMBER, INCLUDING MEMBERS' DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY AWARDING AGENCY, PCA OR THE MEMBER.

Non-Appropriation "Funding Out" Clause

Renewal of this Contract, if any, will be in accordance with *TEX. LOCAL GOV'T. CODE §271.903* concerning non-appropriation of funds for multi-year contracts. Other states may have similar statutes. Notwithstanding any other provision of this Contract or obligation imposed on any Member by this Contract, Members shall have the right to terminate any Supplemental Contract, Purchase/Delivery/Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of any Member if it is determined by any Member, at their sole discretion, that there are insufficient funds to extend any Supplemental Contract, any Purchase/Delivery/Job Order. If the Member does not budget to fund the contract, the Member cannot then get the products or services elsewhere.

The parties agree that this Contract, any Supplemental Contract, any Purchase/Delivery/Job Order are commitments of the current revenue of PCA Member only.

Notice

Any notice provided under the terms of this Contract by one party to another party shall be in writing and shall be sent by hand-delivery, by certified or registered mail, return receipt requested, or by email. Contract Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.

Notification of Material Change in Vendor Operations

Vendor is required to notify Purchasing Cooperative of America of any material change in operations, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within **three (3) business** days of such change.

Change Orders, if Applicable

Pursuant to *TEX. EDUC. CODE §44.0411(a)*, for PCA Members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the PCA Member may approve change orders making the changes. The total Job Order price may not be increased because of the changes unless additional money for increased costs is approved for

that purpose from available money or is provided for by the authorization of the issuance of time warrants. The PCA Member may grant general authority to an administrative official to approve the change orders. A Job Order with an original contract price of \$1 million or more may not be increased under *TEX. EDUC. CODE §44.0411(a)* by more than twenty-five percent (25%). If change orders for a Job Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than twenty-five percent (25%) of the original contract price. If a Job Order requires additional fee above this percent then a new purchase order must be used specifying the “new” requirements

Fees and Permits, If applicable

All fees, expenses, and permits required by any Member in the completion of contracted work or for products delivered are the sole responsibility of the Vendor. It is the responsibility of the Vendor to obtain and pay for all relevant permits required by any organization regarding any work being done or product being delivered under this Contract.

Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures

It is the policy of Awarding Agency/PCA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Respondent further agrees that the company is, and, during the period of any contract resulting from an award under this solicitation will remain, in compliance with *Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60)*.

The occurrence of any prohibited discrimination will constitute Vendor’s breach of contract due to a substantial failure by the Vendor to fulfill its obligations, whereupon the Awarding Agency may terminate the Vendor’s contract for cause as provided in these Contract Terms and Conditions.

Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor’s employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on PCA Members’ property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Members’ property.

Subcontractors, If Applicable

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to the PCA Member for all acts and omissions of the subcontractors.

Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Awarding Agency/PCA, PCA Members and any such subcontractor, nor shall it create any obligation on the part of PCA Members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

Prime contractors must be familiar with and knowledgeable about 2 C.F.R. § 200.321 and be able to demonstrate that they took the “six affirmative steps” when selecting subcontractors. **See paragraph titled PCA Compliant with 2 C.F.R. § 200.321 in the Support of Small and Disadvantaged Businesses.**

Insurance, If Applicable

Vendor is required to provide PCA Member with copies of certificates of insurance, naming the Member as additional insured for Texas Workers Compensation and General Liability Insurance, **within 14 business days** of contract award and prior to the commencement of any work under this Contract. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which Member is located and shall be acceptable to the Member. Vendor shall give Member a minimum of **ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below.

If a PCA Member in a state other than Texas has higher insurance requirements than those listed below, then such may be added to the Purchase Order or Job Order. Such insurance is to be provided at the sole cost of the Vendor.

These requirements do not establish limits of Vendor's liability.

Specialty insurance, such as “marine insurance”, if required for a Purchase Order, may be listed as a line item and passed through to the Member.

All policies of insurance shall waive all rights of subrogation against PCA Members, and Members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to PCA Members. The Member, if requested, shall be named as an “additional insured” on insurance policies. The PCA Member reserves the right to require additional insurance should the PCA Member deem additional insurance necessary, in their sole discretion.

Minimum insurance requirements:

- | | |
|--|-------------------------|
| • Automobile Liability Coverage: Combined Single Limit, each accident/any auto | \$1,000,000 |
| • Commercial General Liability, each occurrence | \$1,000,000 |
| Damage to Rented Premises, each occurrence | \$50,000 |
| Medical Expenses, any one person | \$5,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Comp/Op Aggregate | \$2,000,000 |
| • Umbrella Liability, each occurrence | \$1,000,000 |
| Excess Liability, aggregate | \$1,000,000 |
| • Workers Compensation | state's statutory limit |
| Employers' Liability, each accident | \$1,000,000 |

E.L. disease-each employee	\$1,000,000
E.L. disease-policy limit	\$1,000,000

Performance and Payment Bonds, if Applicable

Vendor agrees to provide performance bonds and/or payment bonds, as required by law, based on the amount or estimated amount of any Purchase Order or Job Order, as applicable. *TEX. GOV'T. CODE §2269.411*. Pursuant to *TEX. GOV'T. CODE §2253.021*, a performance bond is required if a Job Order is in excess of \$100,000 for PCA Members that are governmental entities subject to *Chapter 2253*; a payment bond is required if a Job Order is in excess of \$25,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are not municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*, and a payment bond is required if a Job Order is in excess of \$50,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*. Other states may have similar statutes.

Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Please list Bond Rate.

Expenditures for all bonds shall be a pass-thru to the Member (with no additional administrative cost) and reconciled at the end of each project.

Customer Support

Vendor shall provide timely and accurate technical advice to Awarding Agency and PCA staff and Members. Vendor shall provide reasonable training to PCA staff and PCA Members regarding products/services supplied under this contract by the Vendor, at no additional charge, upon request.

Members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by a PCA Member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall to the extent such loss, damage, or destruction is caused by Vendor or Vendor's representative, agent, employee or contractor, indemnify PCA Member and pay to the PCA Member the full value of or the full cost of repair or replacement of such property, whichever is greater, within **thirty (30) days** of Vendor's receipt of written notice of the PCA Member's determination of the amount due. If Vendor fails to make timely payment, the PCA Member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by the PCA Member.

Website Support

Vendor agrees to cooperate with PCA in publicizing contract information on the PCA website. Vendor also agrees to work with PCA in updating and maintaining current information on Vendor activities related to the Contract on the PCA website.

Vendor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated.

Vendor agrees to promote its PCA contract by prominently displaying the PCA logo on its website with a link to the PCA website at www.pcamerica.org.

Promotion of Contract Marketing Plan

The marketing of Vendor's company, products and/or services shall be the sole responsibility of Vendor. PCA may supply Vendor with the PCA Members List that contain name, address, phone numbers, and/or

email addresses. Members have primary responsibility for knowing the requirements for PCA Membership in the jurisdictions in which they operate. PCA will work with Vendors and Members to complete the PCA Membership process. Other items geared toward the joint-marketing of PCA and Vendor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the PCA seal in its marketing materials, including, but not limited to, Vendor's website and related marketing materials. Vendor shall submit all promotional materials to PCA and obtain written approval before Vendor finalizes or publishes promotional material bearing the PCA name or seal. Vendor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

PCA will work with the Vendor in presenting the Cooperative to perspective Members in support of the awarded contract.

Encouraging Members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of Vendor's awarded contract.

Ordering Procedures

Purchase Orders, including PCA contract number and title, are issued by the Member to the Vendor according to this Contract and any supplemental contract between the Vendor and Member. Vendors and Members must also send copies of Purchase Orders to PCA, unless otherwise stipulated by PCA. PCA may request confirmation of receipt of the Purchase Order from Vendor.

Invoicing Procedures; Payments

Packing Lists or other suitable shipping documents for products must accompany each shipment and must identify

- (a) the name and address of the Vendor,
- (b) the name and address or delivery location of the receiving entity,
- (c) the Purchase Order Number, and
- (d) detailed descriptive information identifying the item(s) delivered including quantity, item number, product code, item description, number of containers, etc., as appropriate.

Vendor shall submit invoices, in duplicate, directly to the Member at the appropriate location(s) specified by the Member. Each invoice shall include the Member's Purchase Order Number and PCA contract number. All invoices shall be itemized to include the type of product(s) purchased and/or service(s) rendered. Vendor shall submit invoices in a timely manner during the Member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of the Member's receipt shall be made available upon request by Member.

Member will make **payments directly to Vendor**. Member placing the Purchase Order or Job Order with Vendor shall alone be liable and/or responsible for payment for products and/or services ordered and must be invoiced directly by Vendor. In any case, payment will be made only after satisfactory delivery and acceptance of services/products in good order, including the necessary documentation indicated above, and only after receipt of an accurate Invoice from the Vendor including the necessary information indicated above.

Members will not be held responsible for any products delivered or invoiced without a valid current Purchase Order stating the PCA contract number and title.

Neither PCA, Awarding Agency nor any other Member shall be liable for the indebtedness of any other Member.

TEX. GOV'T. CODE §2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by PCA Member whose governing body meets only once a month or less frequently, within **forty-five (45) days** after the later of the following:

- (1) the date Member receives the products and services under the Contract;
- (2) the date the performance of the service under the Contract is completed; or
- (3) the date Member receives an invoice for the products or service.

For Members whose governing bodies meet more often than once a month, payments are due by those Members within **thirty (30) days** after the later of the following:

- (1) the date Member receives product(s) under the Contract;
- (2) the date the performance of the service under the Contract is completed; or
- (3) the date Member receives an invoice for products or services.

Vendor agrees to pay any subcontractors the appropriate share of the payment received from Member not later than the **tenth (10th) day** after the date the Vendor receives the payment from Member.

The exceptions to payments made by Member and/or Vendor listed in *TEX. GOV'T. CODE §2251.002* shall apply to this Contract.

Job Order Contracting/Construction Only – New Products

New Products and pricing, or non-pre-priced, will be handled as defined in the UPB (Unit Price Book).

Sales and installation of proprietary new technology, software and equipment may be accomplished by taking the manufacturer's published retail price on equipment and installation and applying the contractor's bid coefficient and local cost index.

Engineering Services

Those companies submitting and doing work in Texas may NOT provide Engineering Services via this contract per *TEX. GOV'T. CODE §791*. In Texas, if engineering or architecture is required, the selection for such professional services shall be made by the PCA Member per Texas law. Vendors working in other states shall follow the requirements of those jurisdictions.

Title and Risk of Loss, If Applicable

Whenever a PCA Member is purchasing (and not leasing) a product under this contract, title and risk of loss shall pass upon the later of Member's acceptance of the product or payment of the applicable invoice.

Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all products/services provided by the Vendor to Awarding Agency and/or PCA Members under this Contract. These records and accounts shall be retained by Vendor and made available for review by Members for a period of **not less than seven (7) years (some jurisdictions require 5)** from the date of completion of the service(s), receipt of product(s), the date of the receipt by the Member of Vendor's final invoice or claim for payment in connection with this Contract, or the date Member makes final payments and closes pending matters in connection with a federal grant, whichever is later.

If an audit or contract compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

Monthly Vendor Reporting

Vendor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders and Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all Members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order with scheduled start and completion date, Purchase Order number, Member name, city/town, and Purchase Order total dollar amount. The monthly report shall also include an overview of pending projects and purchase/job orders.

After a PCA Member signs a Purchase Order, the awarded Vendor shall submit a copy of the Purchase Order and/or supplemental agreement, if any, to PCA along with the mandatory monthly report with any change orders made prior to project completion.

Reports shall be submitted in Excel format to Purchasing Cooperative of America at 11811 North Freeway, Suite 500, Houston, TX 77060, or electronically to Reports@pcamerica.org. The Monthly Report Form is at www.pcamerica.org on the Forms Tab. Copies of signed purchase orders and supplemental contracts shall be turned into PCA along with the Monthly Report.

Administration Fee

- The PCA Administrative Fee stated in the solicitation will be based on total sales made through this Contract.
- Vendor shall honor and pay the Administration Fee for any sales resulting from this Contract that occurred within **thirty (30) days** at the completion of on-going work.
- Vendor shall pay PCA the contracted fee for monthly progress payments and/or at project completion within **thirty (30) days**.
- Failure to pay the Administrative Fee in a timely manner may result in Vendor's breach of this Contract and may result in suspension or termination of this Contract.
- In the event that Vendor's contract expires or is terminated, Vendor agrees to pay the Administrative Fee for any projects extending beyond the expiration or termination date as those Purchase/Delivery/Job Orders received prior to the expiration or termination are completed within **thirty (30) days** of the project or purchase order close out.
- Vendor must maintain a good record for compliance under the contract, timely reporting, and prompt payment of Administrative Fees.
- Vendor shall make the check payable to "Purchasing Cooperative of America"; and send check to Purchasing Cooperative of America, Suite 500, 11811 North Freeway, Houston, TX 77060.
- If convenient for the Vendor, the check may be mailed with the monthly report

The Administrative Fee for this solicitation is **two percent (2%), unless otherwise stated in Tab 6 Pricing.**

Additional Fees and Reporting Information

Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested and Vendor agrees, Vendor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA as a requirement under *Section 791 of the Texas Government Code*. To do so without PCA written approval will automatically violate the provisions of this

contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements. Some non-Texas Governmental Jurisdictions do not require an Interlocal Governmental Contract and may join PCA without one by signing up on line.

If this contract is adopted by another cooperative or entity, the Awarded Contractor (Vendor) for this contract is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's Members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Vendor Review

Awarding Agency and Purchasing Cooperative of America desire to provide quality Vendors with its Cooperative program. Vendor must maintain a good audit record for:

- compliance under the contract
- timely activity reporting, and
- prompt payment of Administrative Fees

Right to Review, Audit and Inspect

Awarding Agency /PCA, PCA Members, any federal agency that has awarded federal funds/grant(s) to Member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records shall be open to inspection and audit review and/or reproduction to the extent necessary to adequately permit evaluation and verification of:

- a) Vendor's compliance with this Contract and the requirements of the solicitation.
- b) Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Awarding Agency or Members.
- c) Compliance with provisions for computing billings to Members.
- d) Any other matter related to this Contract.

Supplemental Contracts

The PCA Member and Vendor may enter into a separate, supplemental contract per purchase order. Any supplemental contract developed as a result of this Contract and/or the RFP is exclusively between the PCA Member and Vendor and shall have no effect or impact on Awarding Agency, PCA, any other PCA Member, or this Contract. Any supplemental contract between Vendor and PCA Member may be subject to immediate cancellation by the PCA Member (without penalty to the PCA Member) if, in the opinion of the PCA Member, the quality, service, specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental contract. Copies of all supplemental agreements and purchase orders shall be sent to PCA by the Vendor as part of this contract. See "Compliance with Specifications and Contract" for further information in Tab 5.

Tax Exempt Status

All PCA Members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under *TEX. TAX CODE §151.310* for the purchase of tangible personal property. Laws of other states govern the tax status of PCA Members in these other states. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. PCA Members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with all States' tax laws of states in which they work and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Awarding Agency /PCA and the PCA Member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers Compensation, shall be the sole responsibility of Vendor.

Sales Tax-Texas Only

Upon request, each Member will provide a Tax Exemption Certificate to the Vendor. Texas government entities are public jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Vendor unless the Vendor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, the respondent agrees to accept tax exemption information in such form.

IRS Request for Taxpayer Identification Number and Certification, W-9

To receive payment under this Contract, Vendor shall have a current IRS W-9 Form on file with the Member.

Other States' Tax Requirements

Payment of taxes by PCA Members Outside of Texas – PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Vendor as appropriate to the specific PCA Member.

State and Local Transaction Privilege Taxes – The PCA Member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from the PCA Member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Waiver

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions

of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

Participation in PCA Program

Vendor acknowledges and agrees that continued participation in the PCA Cooperative Program is subject to PCA's sole discretion and that Vendor may be removed from the Program at any time, with or without cause, in PCA's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order.

Nothing in this Contract or in any other communication between PCA and Vendor may be construed as a guarantee that PCA Members will submit any Purchase Order to Vendor at any time.

Performance

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase/Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

Remedies for Non-Performance of Contract and Termination of Contract

Should the participating PCA Member suspect or find that the Contractor or any of its subcontractors are not in compliance, PCA Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

This Contract shall remain in effect until

- (1) The Contract expires by its terms.
- (2) For Convenience: PCA may terminate this Contract, in whole or in part, without penalty and without cause, by giving (30) days written notice of such termination to contractor.
- (3) For Cause: Awarding Agency may terminate this contract if Contractor fails to perform as agreed or is not performing to the standards expected by PCA Member and PCA.
- (4) The Contract is terminated by mutual consent of PCA and Vendor with thirty (30) days' written notice. All active purchase orders must be completed.

Awarding Agency /PCA further reserves the right to terminate the Contract immediately in the event Vendor fails to:

- (1) Meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase/Job Order;
- (2) Make any payments owed; or
- (3) Otherwise perform in accordance with this Contract and/or the RFP.

PCA reserves the right to terminate the Contract immediately, with written notice to Vendor, if PCA believes, in its sole discretion that it is in the best interest of Awarding Agency or PCA Members to do so.

Vendor agrees that Awarding Agency/PCA shall not be liable for damages in the event that Awarding Agency/PCA declares Vendor to be in default or breach of this Contract and/or the solicitation. In the event of a breach or default of the Contract and/or the solicitation by Vendor, Awarding Agency reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of Awarding Agency PCA Members.

New Texas Government Code for Work Done in Texas (as needed by Vendor and Member)

For contracts entered into on or after January 1, 2016, *Texas Government Code Chapter §2252.908 (H.B. 1295)* provides that a Texas governmental entity or state agency may not enter into a contract that either

(1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency.

The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information, are available on the Commission's website at the following links:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Awarding Agency /PCA is not a business entity under this law (1 *Tex. Admin. Code 46.3(b)*). However, PCA Vendors may be business entities and may, for certain purchases and contracts with PCA Members, be required to file disclosures under Texas Government Code Chapter 2252. It is Vendor's responsibility to determine the applicability of, and comply with, all disclosure laws including Chapter 2252. Disclosure will not be handled by Awarding Agency administration on behalf of PCA Member.

TAB 4 - SIGNATURE FORMS AND CHECKLIST

This checklist is provided for your convenience. Complete and submit all of the attached forms:

<u>Form #</u>	<u>Form Title</u>
<input type="checkbox"/> A.	Contract First Page for entering Company Legal Name
<input type="checkbox"/> B.	Contract Acceptance and Signatures Form Texas Law Requirement: Submitting a signed Contract Acceptance and Signatures Form is required. If this Form is NOT SIGNED, the response will be DISQUALIFIED. B cont'd - Exceptions: This form MUST be filled out if there are ANY EXCEPTIONS to the contract to be considered by Awarding Agency/PCA. Follow the instructions on the form, enter the legal company name, date, and obtain an authorized signature. If there are no exceptions, this form does not need to be signed.
<input type="checkbox"/> C.	Conflict of Interest Questionnaire
<input type="checkbox"/> D.	Antitrust Certification Statement
<input type="checkbox"/> E.	W-9 Request for Taxpayer Identification Number and Certification
<input type="checkbox"/> F.	Vendor Certification Forms
<input type="checkbox"/> G1.	SB 9 Contractor Certification: Contractor Employees
<input type="checkbox"/> G2.	SB 9 Contractor Certification: Subcontractor
<input type="checkbox"/> H.	Contractor Certification-Arizona Requirement
<input type="checkbox"/> I.	Bond Letter, If Required
<input type="checkbox"/> J.	Certification Regarding Debarment, Suspension and Other Responsibility Matters
<input type="checkbox"/> K.	Addendum(s), If Issued
<input type="checkbox"/> L.	Vendor Questionnaire and Company Profile

FORM A**TAB 3 - CONTRACT TERMS AND CONDITIONS
CONTRACT BETWEEN**

_____ (**“PCA AWARDING AGENCY”**)
AND
 _____ (**“VENDOR”**)
FOR

TRENCHLESS REHABILITATION & RELATED ITEMS AND SERVICES

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-307-20 issued by Purchasing Cooperative of America (“PCA”) (“Cooperative”) and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by the Awarding Agency/PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term “Contract,” as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent’s entire response to the solicitation;
- Respondent’s Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor’s response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor’s response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member’s specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to the Awarding Agency/PCA, this Contract shall prevail. In the event of a conflict between this Contract

Form B – Contract Acceptance and Signatures**Must be signed at Submission of Proposal**Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

☐ No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ Email: _____

Authorized Company Signature Date

Printed Name, Title: _____

Acceptance by Awarding Agency

Term of Contract _____ to _____

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. **Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.**

Awarding Agency Authorized Signature Date

Printed Name: _____

Form B continued – Compliance and Exceptions Form
(fill-out only if there are exceptions)

In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ List all exceptions your company is submitting:

INSTRUCTIONS

1. Use additional pages, as necessary.
2. Signature below is only required if the box is checked and there are exceptions listed above.

Awarding Agency /PCA will consider any exceptions indicated above in its contract award decisions.

Awarding Agency /PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

Company Name (Please Print) _____

Authorized Signature: _____

Date: _____

FORM C – CONFLICT OF INTEREST QUESTIONNAIRE

To comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*, any company that does business with Awarding Agency must fill out a Conflict of Interest Questionnaire (CIQ) **whether or not a conflict of interest exists**.

A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with a Member of the Awarding Agency approving Board, Council, or other approving Authority, or with a local government officer listed below or a family Member resulting in the officer or family Member receiving taxable income, and/or
- (2) Your company has given one of the Awarding Agency's local government officers or family Member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250.00 in the twelve (12)-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with PCA.

IF NO CONFLICT OF INTEREST EXISTS, YOU MUST FILL OUT BOX 1 AND TYPE N/A ON BOX 3 OF THE CIQ FORM, SIGN, AND DATE IT.

Going forward, a Conflict of Interest Questionnaire must be filed within **seven (7) business days** after the company becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 400px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Form D – Antitrust Certification Statement
TEX. GOV'T. CODE §2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

- I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below;
- In connection with this proposal, neither I nor any representative of the Company has violated any provision of the *TEX. BUSINESS & COMMERCE CODE, Chapter 15, Texas Free Enterprise and Antitrust Act*;
- In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I further affirm under penalty of perjury of the laws of the State of Texas that:

- The proposal submitted by the Company is genuine and is not collusive or sham;
- The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from responding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other Vendor, or to secure any advantage against Awarding Agency or any person interested in the proposed contract; and
- All statements in Vendor's proposal are true.

<p>Vendor: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>Company Official Authorizing Response:</p> <p>_____</p> <p style="color: red;">Signature</p> <p>_____</p> <p style="color: red;">Printed Name</p> <p>_____</p> <p style="color: red;">Title</p>
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Form E

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																		
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>																																																			
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																																		
6 City, state, and ZIP code																																																				
	7 List account number(s) here (optional)																																																			
Part I Taxpayer Identification Number (TIN)																																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																				
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> </table>			Social security number																				or										Employer identification number																			
Social security number																																																				
or																																																				
Employer identification number																																																				
Part II Certification																																																				
Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																				
3. I am a U.S. citizen or other U.S. person (defined below); and																																																				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																				
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____																																																			
General Instructions																																																				
Section references are to the Internal Revenue Code unless otherwise noted.																																																				
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9 .																																																				
Purpose of Form																																																				
An individual or entity (Form W-9 requester) who is required to file an information return that the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																				
<ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) 																																																				
<ul style="list-style-type: none"> • Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. 																																																				
<i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i>																																																				
By signing the filled-out form, you:																																																				
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),																																																				
2. Certify that you are not subject to backup withholding, or																																																				
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and																																																				
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																				
Cat. No. 10231X Form W-9 (Rev. 12-2014)																																																				

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1994) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8. Instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Form W-9 (Rev. 12-2014)

Page **3****Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box. Instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ³
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ⁴ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

³ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

⁴ Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form F – Vendor Certifications Form

TEXAS FAMILY CODE

As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all responders must complete and submit the following affidavit:

I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is eligible to respond or receive a state contract.

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. (1.) The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2.) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

ANTI-LOBBYING APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U. S. CODE. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that: (1.) No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract. (2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

I, the Vendor, certify that I am in compliance with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act of 1970*, as amended (42 U.S.C. 1857(h)); Section 508 of the *Clean Water Act*, as amended (33 U.S.C. 1368), *Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15* as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

RECORDS ACCESS AND RETENTION REQUIREMENTS

2 C.F.R. § 200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. **2 CFR § 200.333.** When federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

BUY AMERICA PROVISIONS

I, the Vendor, am in compliance with all applicable provisions of the **Buy America Act**. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Buy American Act (1933) applies to direct U.S. federal procurement, covers specified products, and requires the U.S. government to prefer domestic goods and services unless the head of the agency involved in the procurement has determined that the prices of the domestic suppliers are "unreasonable" or that the purchase would be "inconsistent with the public interest." The Act contains exceptions in terms of trade agreements.

Buy America Act (1983) applies only to mass-transit-related procurements such as highways, bridges, transit systems and terminal programs valued over \$100,000 and funded at least in part by federal grants issued by the Federal Transit Administration and Federal Highway Administration. Under Buy America, federal-aid funds may not be obligated for a project unless iron and steel products used in such projects are manufactured in the United States--with some exceptions.

NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. **The Vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable.**

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Awarding Agency/PCA to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor understands that the *Family Educational Rights and Privacy Act (FERPA)*, 20 U.S.C. § 1232(g), governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE §44.034, Notification of Criminal History of Contractors, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

STATE OF TEXAS FRANCHISE TAX

By submitting a response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

OSHA

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, *the Occupational Safety and Health Administration (OSHA)*. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency /PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

PREVAILING WAGE RATES

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, *TEX. GOV'T. CODE § 2258*, applicable to the construction of a public work, and any related federal requirements, including the *Davis-Bacon Act*, (40 U.S.C. Section 276a et seq.), and its subsequent amendments. In the event *TEX. GOV'T. CODE § 2258* applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with FEMA requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per *TEX. GOV'T. CODE § 2258.023*. Also, *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX
II 2 CFR PART 200 (EDGAR)**

I, the undersigned Vendor, acknowledge the following: (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the *Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when a PCA Member expends federal funds, PCA Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. (B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.) When PCA Member expends federal funds, PCA Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. PCA Member also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if PCA Member believes, in its sole discretion that it is in the best interest of PCA Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by PCA Member as of the termination date if the contract is terminated for convenience of PCA Member. Any award under this procurement process is not exclusive and PCA Member reserves the right to purchase goods and services from other Vendors when it is in PCA Member's best interest.

**DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED
BY U.S. GOVERNMENT OR STATES**

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the List of Specially Designated Nationals and Blocked Persons (the "SDN List"). Texas Government Code (Subchapter F), Chapter 2252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan or foreign terrorist organizations: other states may have similar laws.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

PCA/ Awarding Agency or Vendor may not enter into a contract for goods or services with a company that boycotts Israel. Texas Government Code (Subchapter F), Chapter 2270, requires companies contracting with state entities to affirm they do not boycott Israel, and forbids Texas agencies from conducting business with companies that do; other states may have similar laws. By signing this agreement, the Vendor certifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

CERTIFICATION

It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the solicitation, and in the Contract.

Vendor Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

FORM G1 – SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to Awarding Agency that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency and/or the PCA Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by Awarding Agency or an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under *TEX. EDUC. CODE* §22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under Title 5, *Texas Penal Code*;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, *TEX. CR. CODE ANN.*; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Awarding Agency that **[check one]**:

- ☐ None of Vendor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

- ☐ Some or all of Vendor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify PCA in writing **within 3 business days**.
 - (3) Upon request, Vendor will provide PCA Member with the name and any other requested information of covered employees so that PCA Member may obtain criminal history record information on the covered employees.

If PCA Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at PCA Member.

I also certify to Awarding Agency on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE*, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature

Title

Date

FORM G2 – SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to Member and to the Vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

Definitions

Covered employees: Employees of a Vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency or other co-op Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under *Title 5, TEXAS PENAL CODE*;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under *Chapter 62, TEX. CR. CODE ANN.*; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with _____ ("Vendor"), to provide services in connection with the contract between Awarding Agency and Vendor. I, the authorized signatory for Subcontractor, certify to Awarding Agency and Contractor that **[check one]**:

☐ None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

☐ Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify PCA in writing **within three (3) business days**.
- (3) Upon request, Subcontractor will provide Awarding Agency with the name and any other requested information of covered employees so that Awarding Agency may obtain criminal history record information on the covered employees.

If a Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at Member.

I also certify to Awarding Agency and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE, Chapter 22*. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature

Title

Date

FORM H – CONTRACTOR CERTIFICATION-ARIZONA REQUIREMENT**Contractor's Employment Eligibility**

By entering into the contract, Contractor warrants compliance with the *Federal Immigration and Nationality Act (FINA)*, and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate.

Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The Vendor complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the participating entities in which work is being performed.

Fingerprint & Background Checks (Arizona requirement)

If required to provide services on school district property at least **five (5) times** during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Vendors and their employees shall not provide services on school district properties until authorized by the District.

The Vendor shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Business Operations in Sudan, Iran

In accordance with *Arizona Revised Statutes* 35-391 and *Arizona Revised Statutes* 35-393, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

Date

FORM I

BONDING LETTER, IF APPLICABLE

FORM J**INSTRUCTIONS FOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. A signed certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a certification prior to purchase of goods or commencement of work.
2. The inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's (Vendor's) contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Awarding Agency's determination whether to award a contract/terminate an existing contract. However, failure of the Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. The certification is a material representation of fact upon which reliance was placed when Awarding Agency awards/renews a contract. If it is later determined that the Vendor/Awarded Contractor knowingly rendered an erroneous certification, Awarding Agency may terminate the contract for cause or default.
4. The Vendor/Awarded Contractor shall provide immediate written notice to Awarding Agency per the instructions specified in the Notice paragraph of the Contract Terms and Conditions if at any time the Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

1. The Vendor/Awarded Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or State agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this submittal/renewal had— one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Vendor/Awarded Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 Authorized Company Signature

 Date

 Printed Name & Title

FORM K - ADDENDUM(S) IF ISSUED

Addendums, if issued, will be noticed on Bonfire through the www.pcamerica.org website on the Solicitation Tab.

Vendor must download the addendum; have an authorized person acknowledge the addendum by signing and dating; and submit the addendum with the company's submission or proposal.

If the company has submitted their proposal before the notice is posted, the addendum notice must be submitted by email to pcamerica@pcamerica.org.

FORM L - VENDOR QUESTIONNAIRE AND COMPANY PROFILE**1. Certification of Residency-TEXAS**

TEX. GOV'T. CODE § 2252.002, PCA "...may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract (1) in the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer." **This requirement does not apply to contracts involving federal funds.** *TEX. GOV'T. CODE § 2252.004.*

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority Owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a Texas resident. *TEX. GOV'T. CODE § 2252.001.*

City and state of Vendor's principal place of business: _____

Vendor is a Texas "resident bidder" _____ OR a "non-resident bidder" _____

- a) Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ☐ Yes ☐ No

- b) What is the prescribed amount or percentage? \$ _____ OR _____ %

2. Company Contact Information. Vendor must keep the following information up-to-date.
E-mail pcamerica@pcamerica.org with any changes.

ADMINISTRATIVE SUPPORT SERVICES (Monthly reporting, payment of admin fees, etc.):

Contact Person: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

E-mail: _____

SALES AND MARKETING CONTACT PERSON:

Contact Person: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

E-mail: _____

3. Which best describes Vendor's position in the distribution channel, if applicable:

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-add reseller | <input type="checkbox"/> Other: _____ |

4. Check all states and territories where Vendor intends to pursue work, even states where you are not currently licensed. Note: Licenses must be obtained before commencement of work

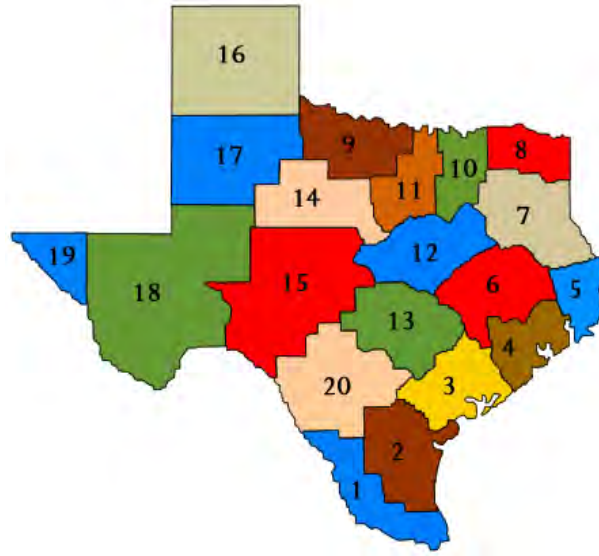
- | | | |
|--|---|---|
| <input type="checkbox"/> All States | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas - see below also |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Kansas | | |
|
<input type="checkbox"/> All U.S. Territories | <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Fed. States of Micronesia | <input type="checkbox"/> Northern Mariana Islands | |

USMCA

- | | |
|---------------------------------|---------------------------------|
| <input type="checkbox"/> Canada | <input type="checkbox"/> Mexico |
|---------------------------------|---------------------------------|

Texas Education Service Center Area (see map next page)

- | | | |
|--|---------------------------------|---------------------------------|
| <input type="checkbox"/> All ESCs | <input type="checkbox"/> ESC 7 | <input type="checkbox"/> ESC 14 |
| <input type="checkbox"/> ESC 1 | <input type="checkbox"/> ESC 8 | <input type="checkbox"/> ESC 15 |
| <input type="checkbox"/> ESC 2 | <input type="checkbox"/> ESC 9 | <input type="checkbox"/> ESC 16 |
| <input type="checkbox"/> ESC 3 | <input type="checkbox"/> ESC 10 | <input type="checkbox"/> ESC 17 |
| <input type="checkbox"/> ESC 4 | <input type="checkbox"/> ESC 11 | <input type="checkbox"/> ESC 18 |
| <input type="checkbox"/> ESC 5 | <input type="checkbox"/> ESC 12 | <input type="checkbox"/> ESC 19 |
| <input type="checkbox"/> ESC 6 | <input type="checkbox"/> ESC 13 | <input type="checkbox"/> ESC 20 |

Texas Education Service Center Areas Reference Map**Special Noticing Requirements of Other States**

Pursuant to certain state notice provisions, including but not limited to *Oregon Revised Statutes Chapter 279A.220*, and similar laws in other states, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with PCA and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for responses for purposes of complying with the procedural requirements of said statutes. Lists of political subdivisions and local governments in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

5. Company Profile. Provide:

- a) Official company registered name: _____
- b) Company's Dun & Bradstreet number and rating: _____
- c) Company's federal tax identification number (EIN): _____
- d) Number of years company has been in the business described in this solicitation: _____
- e) Organization chart.
- f) Total number of full-time employees: _____
- g) Corporate office location: _____
- h) Location(s) of sales/service offices in the state(s) relevant to this solicitation. Include name of key contact and contact information:

- i) Description of company's relevant market and company's position within it.

- j) If you do not provide a Dun & Bradstreet rating in (b), Company agrees to provide the following financial information, if requested, at any point during the procurement process, before or after contract award:
- If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year.
 - If private, Company's audited financial statements for the latest fiscal year, if available.
 - Company's failure to provide financial information may impact a potential contract award.
- k) Supply your company logo a high-resolution format such as ".eps" OR ".jpg" to be used on the PCA website.

7. **References – Required**

Provide references from at least three (3) customers, preferably governmental entities, that Vendor has provided services to **in the last three years**. Vendor may supply a letter from a company on company letterhead, including contact information.

PCA reserves the right to contact the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(2) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(3) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(4) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(5) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

8. **Insurance - All contracts require proof of insurance; for the purposes of this solicitation, the certificate holder is Awarding Agency /Purchasing Cooperative of America.**

- a) State Vendor's insurance provider: _____.
- b) Provide appropriate documentation to demonstrate compliance with the Insurance Requirements in the Terms and Conditions.

9. **Accounting**

- a) Define company's standard terms of payment.
- b) Discuss the invoicing options company offers and the payment terms for each.

10. **Provide company drug testing policy/plan.**

11. **Quality Assurance/Quality Control Program (QA/QC Plan)** **If Not Applicable, initial here ____**

If QA/QC Plan is required or necessary, Vendor(s) shall submit an updated QA/QC Plan within 14 calendar days of award and prior to commencement of any work.

The Plan shall:

- a) Detail the day-to-day supervision of work, provide documentation of deficiencies and corrective actions, note subcontract or compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and Member's staff.
- b) Give an overview of the company's customer service department, including hours of operation, number of service centers, etc. Describe company's procedures to monitor the quality of its customer service and products.
- c) Describe company's support procedures. Detail the estimated timeframe from a Member's request to when support is provided and completed.

12. **Marketing Plan - All contracts require a marketing plan**

Vendor shall provide a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to customers/Members and efforts to educate potential PCA Members. The plan should explain how the marketing department will interface with Vendor's management team and Vendor's customers and PCA Members.

13. Corporate Resources and Commitment - Construction ONLY **If Not Applicable, initial here _____**

Corporate resources and commitments are important as indicators of the respondent's commitment and ultimate success. Vendors must include the following information in their responses:

- a) Has a corporate officer been assigned to the program? ☐ Yes ☐ No
- b) Does the corporate officer understand his role in providing the resources necessary for the program? ☐ Yes ☐ No
- c) Does corporate understand the need for prompt payment of subcontractors? ☐ Yes ☐ No
- d) Does the company have business procedures and a business manager assigned to this program that will conform to the solicitation? ☐ Yes ☐ No
- e) Has corporate made a commitment to work with small and disadvantaged businesses within the local community? ☐ Yes ☐ No
- f) Has the company committed the people long-term to this program for continuity? ☐ Yes ☐ No
- g) Does corporate acknowledge PCA's Member's right to proposed changes in key personnel and to reserve the right to remove Vendor personnel for any reason? ☐ Yes ☐ No

14. Warranty Information, if Applicable **If Not Applicable, initial here _____**

- a) Length of standard warranty on parts/equipment/materials _____
- b) Length of standard warranty on installation/service _____
- c) Does Vendor provide extended warranties and/or maintenance contracts at an additional cost to Members? No _____ Yes _____
If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- d) Is warranty coverage dependent on any specific requirements? No _____ Yes _____
If yes, explain.
- e) If Vendor's product(s) is/are deemed defective, what is the replacement process and turnaround time? _____
- f) Does Vendor provide a quality guarantee on its product(s)/service(s)? Yes _____ No _____
If so, provide a description.

15. ISO Certification - **If "Yes" Vendor must provide a copy of the ISO certification letter(s).**

Vendor is ISO certified: ☐ Yes ☐ No

16. HUB, MWBE, VOSB, SBE, etc. Participation - Vendor must provide a copy of letter(s) or **certificate(s) for Due Diligence requirements.**

Vendor is certified: ☐ Yes ☐ No

If Yes, state the certification(s) here: _____

Some PCA Members have specific goals for use of HUBs, etc., including subcontracting requirements, and will require that a plan be submitted to meet their goals. See *TEX. GOV'T. CODE, Chapter 2161*.

State percentage of Vendor's business with HUB/WMBE/SBE subcontractors: _____%

17. Awards/Certificates/Licenses

- a) List environmental, social or industry standards awards or recognition Vendor has received. Provide documentation.
- b) Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.
- c) List company and staff certifications and licenses that may be brought to this cooperative program.

18. Company Delivery Policy. State fully your delivery terms and conditions, including:

- a) Minimum order for free delivery
- b) Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.)
- c) Delivery time and fill rate
- d) Establish delivery schedule(s), where the requirement permits, which encourage participation by Small and Disadvantaged Businesses (2 C.F.R. § 200.321)

19. Freight, Deliver, Inspection & Acceptance, if applicable. **If Not Applicable, initial here _____**

20. Provide company safety plan, if applicable. **If Not Applicable, initial here _____**

21. Provide Subcontracting Plan, if applicable. **If Not Applicable, initial here _____**

22. Provide Safe and Secure Plan, if applicable. **If Not Applicable, initial here _____**

23. List all other cooperative contracts currently held by Vendor:

COOPERATIVE NAME – DISCOUNT OFFERED – EXPIRATION DATE ☐ Check here, if none.

24. If awarded a contract, an award packet will be mailed to facilitate a “kick-off” training either by meeting at the PCA office or by phone conference. Provide the contact information for where PCA should send the award packet:

Printed Name of Person to Contact: _____

Address: _____

Phone #: _____ **Email:** _____

Tab 5 - SCOPE AND SPECIFICATIONS

SCOPE

It is the intent of Awarding Agency and Purchasing Cooperative of America to establish one (1) year contract(s) with four (4) automatic subsequent one (1) year renewals for one or more Vendors to furnish and/or deliver Trenchless Rehabilitation & Related Items and Services on behalf of Awarding Agency and PCA Members, meeting the selection criteria for Texas and certain other states with similar laws. Proposers are requested to submit a proposal for offering total line of available products and services that are commonly purchased by public entities, including government agencies and school districts.

Awarding Agency/PCA is seeking to contract on a local, regional, statewide and/or national basis with one or more companies with the experience and qualifications for providing Trenchless Rehabilitation & Related Items and Services and meeting the compliance requirements for working with public agencies including, but not limited to, public institutions such as government agencies, hospitals, law enforcement agencies and courts, educational institutions such as K-12, public and junior college systems, universities, cities and counties, as well as some non-profit organizations such as charter schools and religious institutions.

The respondent is reminded that engineering is not allowed per this contract in the State of Texas per Texas' statutes. Pre-engineered systems may be installed. Other states may allow for engineering based in their jurisdictional requirements. Members will know their jurisdictional requirements.

National Institute of Governmental Purchasing (NIGP Codes) including, but not limited to:

658 Pipe, Tubing, and Accessories (Not Fittings)
659 Pipe and Tubing Fittings
913 Construction Services, Heavy Maintenance and Repair

Ability to Provide the Required Product(s) and/or Perform the Required Service(s)

Provide the following information in this Tab, under this heading:

- Detail any and all skills, knowledge, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, and licenses to perform and do business with PCA Members.
- Confirm that the proposed products/services meet or exceed the specifications detailed in the solicitation and the proposed pricing complies with state and local requirements.
- Briefly describe Vendor's variety of products and services Vendor is offering to PCA Members through this solicitation including providing options and capabilities for corrective measures.
- Manufacturer's Representative: Vendors must be approved by the manufacturer to sell and/or install the brand of products submitted. Vendors must submit an approval letter from each manufacturer with their proposal, including the regions the Vendor is authorized to sell their product.

It is the responsibility of the dealers or distributors submitting a response to this RFP for products listed herein (or as a manufacturer's representative) to include with their proposal:

- (1) documented evidence from or between the Vendor and the manufacturer certifying that the dealers or distributor is a bona fide manufacturer's agent for the specific products or services proposed;
- (2) evidence that the Vendor is qualified and experienced to assess existing conditions.

- (3) develop and submit manufacturer acceptable solutions for the product lines offered;
and
 - (4) evidence that the Vendor has a good track record with the product.
- If needed Vendor shall provide training on equipment operation and servicing to the PCA Member.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

These contracts will enable PCA Members to purchase on an “as needed” basis from competitively awarded contracts with high performance Vendors. Responders are requested to submit a proposal offering their total line of available products and services commonly purchased by government agencies, educational institutions and non-profit organizations. Vendors are encouraged to offer any product or service that they currently perform in their normal course of business in regard to the request of this solicitation.

Responses can be made for any or all services and products regarding Trenchless Rehabilitation & Related Items and Services as listed, but not limited to, in this Scope section; and also those applicable “Value Add” products and services which must include pricing to be considered for award.

PCA solicitations stress the importance of including ‘Value Add’ items to the vendor’s offering of products/services to emphasize the concept of “best value” other than “low price”. ‘Value Add’ components may include:

- (1) Providing expert advice/consultation.
- (2) Bundling and packaging desirable packages, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.
- (3) Service levels to differentiate yourself not only by providing a higher level of service but by adding different levels of service based upon someone’s size, frequency or amount of purchase. For example, you may want to have gold or platinum or silver levels of service that people qualify for, are willing to pay for, and receive when they do business with you.
- (4) Frequent buyer programs.
- (5) Transition and education teams to help them to be better able to utilize the products or services that you sell them.
- (6) Recognition and reward levels to clients or customers based upon their ability to utilize your product/service, maximize its potential, buy certain levels from you, etc.
- (7) Training.
- (8) Dedicated personnel to handle your customer’s accounts personally.
- (9) Free or reduced-price delivery and/or set up charges.
- (10) Related components or parts or services.
- (11) Products/services that are adjunct the contract.

The Vendor must be willing, able and have the capacity to manufacture or obtain and deliver all supplies, materials and equipment necessary to supply services to meet the individual member’s needs. PCA is seeking Vendor(s) who can provide a range of products and services to meet the individual member’s needs. All products and services offered in response to this RFP must meet Member’s specifications and be performed in strict accordance with federal, state, local and industry standards.

In association with services, Vendor shall prepare notifications, certifications or any other documents that are required by applicable laws and shall also distribute and retain in its records copies of all such documents as required by applicable laws.

Vendor shall provide general instructional services, as necessary, at no added cost to PCA Members with respect to the covered services. If requested to do so, Vendor shall assist Member to select appropriate materials and advise Member of the safe use of materials selected.

As necessary, supply MSDS information for chemicals and paint, etc.

Information within the RFP response will enable the evaluation committee to determine qualified Vendors that can provide PCA Members with best value for the requested products and services. Vendor shall, at the request of any Member institution, perform covered services under the terms of this agreement.

SPECIFICATIONS

Description of Product(s) and/or Service(s)

- Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.
- Describe product(s) and/or service(s) Vendor is proposing to provide PCA Members. Provide a matrix that will allow PCA to readily compare the Vendor's products and/or services offering with other Vendors' products and services, if available.
- Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.

Proposers are requested to offer their line of available products and services that are commonly purchased by governmental entities and educational institutions. Proposers are encouraged to offer any product or service that they currently perform in their normal course of business.

The following is a suggested list of Trenchless Rehabilitation & Related Items and Services for this RFP is seeking as shown below.

These products/services may include, but are not limited to:

- Cured-In-Place Pipe (CIPP) Reconstruction of Sewers,
- Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains,
- Pipe-bursting with HDPE for Sewer Lines,
- Pipe-bursting with Pre-chlorination for Water Main Replacement Procedure,
- Polyethylene (PE) Sewer Pipe Slip-lining,
- Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines,
- HDPE Tight-Fitting Liner Renewal of Pressure Pipe Lines,
- Manhole Rehabilitation,
- Gravity Sewer CIPP Lateral Renewal System

Additionally, with the response to this RFP, Vendor shall include a copy of the NSF International certification to NSF/ANSI 61 document for the product proposed above for "Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains." Only products with certification by NSF to NSF/ANSI 61 and listed as certified on the NSF website, www.nsf.org, shall be allowed.

For supplies, Vendor shall provide a published commercially available catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms that:

- Is regularly maintained by a manufacturer or contractor, and
- Is either published or otherwise available for inspection by customers, and/or the general public.

The published commercially available catalog shall include, at a minimum:

- The contractor's stock keeping number (SKU)
- A complete and accurate description of the item

- The unit of measure (UOM)
- The quantity in the unit of measure (QUOM)
- List Price/MSRP

Description of 'Value Add' Product(s) and/or Service(s)

Vendor should describe any items Vendor can offer of value to enhance contract opportunities. Vendor must demonstrate a successful track record in the provision of these products.

Vendor shall include with their response to this solicitation, the detailed specifications and pricing for each item and service listed as a 'Value Add' item.

Include any additional information Vendor believes PCA should have when making its decision concerning contract award(s), if any. Detail any 'Value Add' options offered by Vendor; if 'Value Add' options are best described in a line item format, add 'Value Add' items to the designated area at the end of the line item list and clearly identify "Value Add" products, services, and pricing being offered. Failure to include applicable specifications may result in 'Value Add' items not being considered for or included in an awarded contract.

Description of Experience

Vendor must show a minimum of two (2) years' experience in the required capabilities requested under this solicitation. Vendor may subcontract with other firms to fulfill requirements for those areas being sought.

Provide the company's capabilities (as applicable) for each of the areas being sought.

NOTE: Experience can include capabilities and experience of officers of corporation to satisfy the minimum.

Warranty/Guarantee

All products purchased under this solicitation shall be **NEW** and free from defects unless rehabilitation of existing product is authorized by PCA Member and is considered part of Vendor's standard of care.

Bonding Requirements, if Applicable

If Not Applicable, initial here ____

Vendor must describe its bonding capacity and Vendor's maximum level of bonds that it may obtain at any one time. Vendor must submit a letter from a surety company that is licensed to do business in the State of Texas attesting to its willingness to bond. Companies should provide documentation (letters) for their maximum use under this contract. Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Vendors may need to provide additional capacity as Job Orders increase. Please list bond rate. The actual cost of the bond will be a pass-through to the PCA Member and added to the Purchase Order. All bonds must be reconciled at the end of the project.

Safety Plan, If Applicable

If Not Applicable, initial here ____

Vendor must submit a safety plan, and, if required or necessary, Vendor shall submit an updated, detailed safety plan within 14 business days of award and prior to commencement of any work. The plan should specifically address how the Vendor will implement the plan with subcontractors, including OSHA compliance, environmental compliance, drug testing, trend analysis, and noncompliance corrective action; whether a safety officer will interact with the PCA Member's staff; and the management of safety and environmental issues while working in occupied areas.

Subcontracting Plan, If Applicable**If Not Applicable, initial here _____**

Vendors shall submit a subcontracting plan, and, if required or necessary, Vendor(s) shall submit an updated subcontracting plan within 14 calendar days of award and prior to commencement of any work. Vendor(s) must pre-qualify their subcontractors. The plan shall explain the subcontracting procedures, provide assurances that the subcontractors meet the high standards detailed in the RFP, include a subcontractor's log, subcontractor qualification form, felony conviction notice, and child and sex offender notice. This plan must also address how Vendor will implement his safety plan with subcontractors. (Vendor may reference its safety plan). The subcontractors will be held to the same standards as Vendor, and Vendor shall be responsible for the supervision of all subcontractors. The plan must address attracting, utilizing, and mentoring small and disadvantaged businesses. The subcontracting plan must also address how Vendor will institute a prompt payment plan upon completion and acceptance of the work and how progress payments will be made to subcontractors on long-term Job Orders. The plan must detail how Vendor will make subcontractors aware of the requirements of the RFP, including regarding safe and secure schools, prior to starting projects.

Vendor is responsible under this contract for the actions all their subcontractors and for the quality of the work performed.

Safe and Secure Schools Plan, If Applicable**If Not Applicable, initial here _____**

It is the policy of PCA to promote safe and secure schools. Vendors must detail how they intend to comply with the below requirements. All Vendors and subcontractors are responsible for ensuring employees on the job site are in compliance with the following:

- No drugs, alcohol, or tobacco on PCA, Awarding Agency's property, and most PCA Members' property and facilities and other drug-free zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on PCA Members' property or building. If Vendor has a drug testing policy, attach a copy of the policy.
- No weapons on school grounds with the exception of normal tools used in construction.
- Convicted child and sex offenders may not work on school grounds.

Environmental Initiatives**If Not Applicable, initial here _____**

Awarding Agency/PCA is committed to reducing waste and promoting energy conservation. Toward that end, Vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

Awarding Agency/PCA Reservations

PCA reserves the right to:

- Cancel this solicitation in whole or in part, at the sole discretion of Awarding Agency/PCA.
- Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Awarding Agency/PCA and/or PCA Members.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of PCA and/or PCA Members; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality and equality with the Member.

- Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in Awarding Agency/PCA sole discretion.
- In auditing projects completed by the Vendor, PCA reserves the right to make all decisions regarding this RFP, including, without limitation the right to decide whether a proposal substantially complies with the requirements of this RFP.
- Remove, for any reason, Vendor personnel working under this contract.

Compliance with Specifications and Contract

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation. Vendor is required to respond to all requests identified in this RFP and indicate acceptance or objection to the terms of the solicitation and the Contract Terms and Conditions. Any exceptions to the terms in the RFP or the Contract Terms and Conditions must be clearly indicated in Vendor's proposal. Deviations or exceptions stipulated in Vendor's response may result in disqualification. Any language to the effect that Vendor does not consider this solicitation to be part of a contractual obligation may result in Vendor's proposal being disqualified.

By submitting a proposal, Vendor represents that they have read and understands the solicitation and the Contract.

No equipment or products shall be delivered until a written Purchase Order from PCA Member is received by the Vendor. Any work performed under a Purchase Order before Vendor's receipt of the written Purchase Order is at the Vendor's risk.

Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Any Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the project completion time stated in the Purchase Order, and the rights and obligations of Vendor and PCA Member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

Freight, Delivery, Inspection & Acceptance

All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during PCA Member's Regular Hours.

After a contract has been awarded, Vendor shall deliver the conforming products or services procured under this Contract to PCA Member within ten (10) business days of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from PCA Member for the delayed delivery.

If defective or incorrect products are delivered, the PCA Member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the PCA Member. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

PCA Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, PCA Member may procure its needs from alternative sources without penalty.

GENERAL INFORMATION

Conditions Affecting the Work

Vendor is responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or its costs. Any failure by the Vendor to have done so does not relieve the Vendor from responsibility for successfully performing the work without additional expense to the PCA Member. Vendor shall promptly, and before conditions are disturbed, give written notice to the PCA Member of (1) subsurface or latent physical conditions at the site that differ materially from those indicated in the DO, PO, drawings, or specifications; or (2) unknown physical conditions at the site of an unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the DO, PO, drawings, or specifications. By beginning any portion of the work, Vendor acknowledges that Vendor is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the PCA Member, as well as from the drawings and specifications.

The PCA Member assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents before execution of this Contract or a Purchase Order, unless such understanding or representations by the PCA Member are expressly stated in the Purchase Order.

Record "AS BUILT" Drawings

Vendor shall review all drawings furnished to Vendor immediately upon receipt and shall promptly notify the PCA Member of any discrepancy. Vendor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors that may have been avoided. If an A/E firm prepared the drawing, they should be contacted and the owner notified of any delays. Throughout the progress of the work, the Vendor must keep a master set of prints on the job site, on which is kept a complete, careful and neat record of all deviations from the drawings made during the course of the work. Any deviation from the drawings or specifications made by Vendor without prior written approval from the PCA Member (or Awarding Agency, if the work is for Awarding Agency as PCA Member) shall be at Vendor's own risk and expense.

Upon completion of construction and owner's request included in the Delivery Order proposal, the "as built" prints must be certified as to their correctness by the signature of the Vendor and turned over to the architect/engineer of record for their use in preparing a permanent set of "as built" drawings. The Contractor may or may not charge for this additional service.

Purchase Order Process

PCA Member may make a request of a Vendor via phone, the web, e-mail, fax, or in person. Upon notification of a pending request, the Vendor shall make contact with PCA Member as soon as possible, but at least within two business days. As projects are identified, the Vendor will participate in a joint scope meeting, at which time a Proposal Request for the individual project(s) will be explained to the Vendor and the Vendor will be provided an opportunity to ask questions and inspect the site. Vendor shall visit the PCA Member's site and conduct a walk-through/project scoping with the PCA Member's representative to define the Scope of Work. Vendor shall perform due diligence to request and gather pertinent information, including existing conditions and PCA Member documents, including, but not limited to, hazardous materials/environmental surveys and other relevant documents.

The Vendor will prepare a Proposal for the project including a price proposal, schedule, written Scope of Work, including the UPB and the UPB's 12-digit line number, using an automated software system (Cost Works) that will provide a line item estimate of the individual tasks, the quantities, the city cost index,

Vendor's bid coefficient, and any applicable cost additions (including any possible division one line items) and design work that may be required, and additional items within the scope of this RFP and Vendor's response to the RFP. The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage. Each Proposal shall be good for a period of 30 days unless an extension is agreed to by Vendor and the PCA Member.

PCA Member will review the Proposal and may request changes. Once an acceptable Proposal and Scope of Work have been agreed to, the PCA Member may issue a Purchase Order for the project, which must be signed by Vendor and the PCA Member as a lump sum fixed price contract. TEX. GOV'T. CODE § 2269.410(a) ("An order for a job or project under a job order contract must be signed by the governmental entity's representative and the contractor."). The governing body of each PCA Member that is a governmental entity, as defined in Chapter 2269 of the Texas Government Code, must notice and approve in open session each job, task, or purchase order that exceeds \$500,000 unless otherwise exempted (Texas only).

In Arizona, any project exceeding \$1million must also be approved by the governing body and jurisdictional requirements as appropriate in other states.

Vendor is required to ensure that the Purchase Order for the project includes the following:

- The lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items.
- The date for commencing work. Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor's control must be reported to the PCA Member's authorized representative immediately.
- Compensation for received products, terms of progress payments, and a schedule of payments. PCA Member retains the right to extend the schedule of work or to suspend the work and to direct the Vendor to resume work when appropriate. The Purchase Order must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through the Member as allowed in the Contract or RFP.
- A schedule for performance of work that can be met without planned overtime, which shall be Vendor's responsibility.
- Monthly progress reports must be given to the member by the Vendor. The specifics of what is reported should be described in the Purchase Order.
- Terms for acceptance by the PCA Member and title to work must be clearly agreed upon and described. If any part of the construction requires the and PCA Member to assume control prior to the completion, this must be defined. Vendor and the PCA Member must agree on the definition of what constitutes final acceptance before payment of any retained compensation.

Any Supplemental Contract or Purchase Order between Vendor and the PCA Member concerning retainage or a substitute security, which must be in full compliance with the state requirements of the PCA Member, meeting TEX. GOV'T. CODE Chapter 2252, or the governing jurisdiction.

After the Purchase Order is signed, a copy of the Purchase Order shall be sent to PCA along with any changes made prior to project completion.

Each individual Purchase Order may be limited to work at a single facility or project location, and will describe the Scope of Work to be performed. Descriptions may be written, by sketch, and/or by drawing and should include the location where work is to be performed, whether work may be performed during Regular Hours, the project completion time, and the price to be paid for the work.

The Vendor shall perform the Scope of Work within the project completion time and for the fixed price of the Purchase Order. Any change orders must be approved by the PCA Member and added as an addendum to the purchase order or a new purchase order generated.

No work shall be performed until a written Purchase Order has been received by the Vendor from the PCA Member. Any work performed under a Purchase Order before the Vendor's receipt of the written Purchase Order is at the Vendor's risk.

Under emergency conditions, a portion of the Scope of Work may be issued orally by the PCA Member's authorized representative, who will confirm the oral order by issuing a written Purchase Order within ten days. In the event of an emergency, Vendor will endeavor to meet with the PCA Member within two hours (if possible), expediting these procedures with verbal Purchase Order and a signed field book by the PCA Member's authorized representative and Vendor. Work may commence immediately as required; however, documentation detailing the work must be provided as soon as possible for this work or for any additional long-term Purchase work.

Quality Control Issues

- During the course of the Purchase Order, the PCA Member may secure samples, according to construction industry standards, guidelines, or industry standards, of materials being used from containers at the job site, and submit them to an independent laboratory for comparison to specified material.
- Should test results prove that a material is not equal to or better than specified, the Vendor will pay for the test. The Vendor will also pay all costs incurred to replace, remove and dispose of non-compliant materials.
- Should test results prove that materials tested were equal to specified material, the Vendor shall be notified of the results and the PCA Member shall pay the cost.
- Upon completion of the project, the Vendor shall deliver to the PCA Member all associated as-built drawings, warranties, and owner's manuals/instructions.

The Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by the Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Any Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the project completion time stated in the Purchase Order, and the rights and obligations of the Vendor and PCA Member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

Freight, Delivery, Inspection & Acceptance All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during PCA Member's Regular Hours.

After a contract has been awarded, Vendor(s) shall deliver the products or services procured on this Contract to the PCA Member issuing a Purchase Order. The conforming product(s) shall be delivered within ten (10) business days of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from the PCA Member for the delayed delivery.

If defective or incorrect products are delivered, the PCA Member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the PCA Member. Vendor agrees to pay all shipping

and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

PCA Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, the PCA Member may procure its needs from alternative sources without penalty.

When the Purchase Order has been completed, the Vendor shall notify the and PCA Member and have the PCA Member inspect the work for acceptance under the scope and terms in the Purchase Order. The PCA Member will issue, in writing, any corrective actions that are required. Final payment of a Purchase Order for which progress payments have been made will not be made until the project is totally completed (including punch list items), and the final application for payment is approved and signed by the and PCA Member. The vendor should strive to have a zero punch list policy.

The PCA Member reserves the right to reject a Proposal or cancel a project for any reason. The PCA Member also reserves the right not to issue a Purchase Order if in its best interest. The Vendor shall not recover any costs arising out of or related to the development of the Purchase Order, including but not limited to, the costs to review the Proposal Request or prepare a Proposal.

The Member may not use any of the vendor's drawings, scope, line item estimate, or pricing in negotiations with other contractors. They may not bid already awarded (contracted) Awarded Agency/PCA JOC contractors against each other or other contractors in violation of State law. If negotiations fail with a contractor, the PCA Member must notify that contractor that they are ceasing further negotiations and return all scoped line item pricing, drawings, etc. to the contractor. They may go to another contractor and begin new negotiations but may not go back to the previous contractor(s).

Member may be required by FEMA (See FEMA Requirements) to obtain three (3) bids to verify pricing for disaster recoveries. Low bid is one factor for award, but not the key factor for award required by FEMA.

Debris and Cleanup

The Vendor must remove and dispose of the resultant dirt and debris and keep the premises clean on a daily basis during the progress of the work for PCA Member.

The Vendor shall, upon completion of the work, remove all equipment and surplus materials (except materials or equipment that are to remain at the PCA Member's property), and leave the premises in a clean, neat, and orderly condition satisfactory to the PCA Member.

Materials and Workmanship

Unless otherwise specifically provided in a Purchase Order or Supplemental Contract, all equipment and materials incorporated in the work must be new and of the most suitable grade for the purpose intended. Exceptions can be made with the owner's approval for accepted practices for pipeline and associated items within the scope of this RFP. Unless otherwise specifically provided, reference to any equipment, material, or patented process by brand name, make, or catalog number establishes a standard of quality only. Vendor may substitute any equipment, material, or process that the PCA Member finds to be equal to that named. To obtain approval to use a different equipment, material, or process, the Vendor must furnish the member with the manufacturer's name, the model number, and other identifying data and information regarding the capacity, nature, rating, and performance of the proposed substitute. If requested by the PCA Member, samples must be submitted for approval at the Vendor's expense, shipping charges prepaid. Materials or processes substituted without approval may be rejected. Vendor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work by the PCA Member, except for any completed unit of work which may have been previously accepted by the PCA Member.

After presentation of the line item estimate for the delivery order the Vendor must obtain the PCA Member's approval of the machinery and mechanical equipment incorporated into the work. Vendor must submit samples of all materials and equipment as directed by the PCA Member or as required by the RFP by the Vendor reviewing the delivery order estimate with the PCA Member.

All work must be performed in a skillful and workmanlike manner. The PCA Member may, in writing, require the Vendor to remove from the worksite any employee the PCA Member deems incompetent, careless, or otherwise objectionable. Awarding Agency and PCA Member may remove any Vendor employee if audit reviews of purchase orders reveal unwarranted line item charges. (If corrective action is not taken by the contractor, it may result in the suspension or cancellation of the contract.)

Associated Project Support Requirements

The purchase, delivery, and storage of project construction materials must not interfere with the PCA Member's operations.

Vendor must provide to his project offices, with minimal down time (24 hours service calls), a computer system with applicable software, including Microsoft Office, unaltered JOC project estimating software (Cost Works) that is compatible with the currently utilized edition of RS Means, and the current edition of RS Means. Updates of quarterly RS Means software or revised yearly editions will be allowed.

TAB 6 – PRICING

The PCA Administrative Fee of two **percent (2%)** shall be **included as part of overhead cost** on Delivery/Purchase Orders and Invoices and not listed as a separate line item on the delivery/purchase order.

Present the PCA discount from your published standard price list of products and/or services (website, etc.) along with any 'Value Add' items being included that are being proposed. The Vendor shall list published pricing with discount and additional volume price break ranges, if applicable. Vendors meeting the technical requirements, PCA may conduct a market basket survey of the presented items to establish a mean median average for the whole. Vendors falling within the average may be recommended for a Awarding Agency/PCA Contract.

PCA intends to provide multiple contract awards for varying aspects of Trenchless Rehabilitation & Related Items and Services for PCA Membership. The Respondent(s) will specify which CSI/SIC Codes of the corresponding Construction/Operational Craftsman Divisions listed they wish to provide services for and bid a coefficient percent off of the price book for each division or present a one-for-all of the Cost Book's Divisions. A copy of the Craftsman current edition of National Construction Estimator may be viewed at the Houston PCA offices (844) 722-6374 by appointment only.

Bid Coefficient

Coefficients represent the discount off of the National Price Book being used.

All coefficients must be rounded to two places only. Example: .953 would be rounded to .95

NOTE: The examples shown are for demonstration purposes only and are not meant as suggested bid coefficients.

Vendor may submit one coefficient for each of the Unit Price Books (UPB): Craftsman National Construction and RS Means. Vendor should use the information provided in the RFP to help establish overhead and profit (O&P). The PCA administrative fee (2%) will be included as part of the contractor's overhead. The closest appropriate zip code will apply for the location of the member's project for the local cost adjustment factor. It is recommended that the Vendor submit on both.

Xactimate or Craftsman may be used for insurance claim rehabilitation; however, additional work must be estimated using one of the Cost Books shown below or as specified by the Member.

Unit Price Book	Coefficient (Normal Hours)	Coefficient (After Hours / Premium Hours)
Craftsman National Construction Estimator		
RS Means		
Other		

CRAFTSMAN NATIONAL CONSTRUCTION ESTIMATOR

Craftsman National Construction Estimator does not include overhead and profit in the price book. This will need to be included in the coefficient. Example: First the contractor must establish their overhead (to include PCA fee) and profit. Then it is added to the Craftsman price book for the right-hand column and

may add 30% to the price in the price book for Craftsman. Craftsman coefficients will be higher than 1.0 because O&P has not been included in the UPB. (See Craftsman National Construction Estimator.)

For example, as stated above, the contractor must establish their overhead (to include the PCA fee) and profit (O/P) which will be added to the total material estimate for total cost as a percentage of the total project. For Craftsman the total cost of materials being 1.0 and adding the labor and O/P with a 10% discount off the total may represent as a bid coefficient of 1.30. **(This is a clarifying example and not a recommended bid. It is up to each company to estimate their own bid.)**

R. S. MEANS

For R.S. Means the 100% cost installed (Right Hand Column) for a line item with a Bid Coefficient of .90 for installation which includes Materials, Overhead, Fee, and Profit represents a 10% discount from the cost book local adjustment factor.

R.S. Means coefficients above 1.0 will be deemed as non-responsive.

OPEN BOOK ESTIMATE (Cost Plus)

Texas does not allow the open book method; all respondents must submit bid coefficients for the cost books mentioned or as approved by Member.

In States allowing open book estimating (such as Arizona) the contractor's overhead and profit are established and approved by the Member. Line item estimates for items that are not being self-performed require 3 (three) quotes, with the total project negotiated and approved by the member.

EDGAR REQUIREMENTS

For jurisdictions (primarily K-12) requiring EDGAR, price validation may use the Non-pre-priced method for validation and inclusion into the cost books. The number of line items being validated may vary and left up to the member and contractor to decide. (Craftsman welcomes this approach and will use this to update their cost books)

Holidays may vary by state. It is the contractor's responsibility to have premium hours and days approved by the member.

Cost book estimates are subject to the local zip code adjustment factor as stated for each.

BID OPTION ONE:

Procurement of original, no longer available, parts will be based upon the procurement cost of the part; plus the administrative and shop time to remove the old fixture, manufacture, and replace it. Craftsman 2018 (or current edition) NCE cost books and estimating programs will be used to provide pricing by naming the program and bidding a coefficient (Percent off). The bid coefficient includes the "Bare cost" of the item and the Overhead, PCA administration fee and Profit "Loaded Cost" included. Items not found in the book maybe acquired as non-pre-priced items by obtaining three or more quotes for the item and then adding them in the Price Book meeting the specifications (Bare Cost "material" plus Loaded Cost "all overhead profit & fee added" to achieve the total installed cost).

Single NCE Cost Book Bid for all Divisions Bid Coefficient _____

Multiple NCE Cost Book Bid Coefficients for Selected Divisions

1. Cost Book Division _____ Bid Coefficient _____

2. Cost Book Division _____ Bid Coefficient _____

3. Cost Book Division _____ Bid Coefficient _____

4. Cost Book Division _____ Bid Coefficient _____

5. Cost Book Division _____ Bid Coefficient _____

The cost books for this solicitation is either Craftsman National Construction Estimator or RS Means.

- OR -

BID OPTION TWO:

If your company has a list of published rates, offer those rates with the per cent discounts for each of the categories listed or one rate for all of your company's capability. If you have an existing price list, such as a current GSA schedule, you may use and submit that as long as it is compatible with those items found in Appendix A.

Best Price

Provide your plan for best pricing for Members. PCA expects that Vendor's response to this submittal will be their Best Price offered all governmental, cooperative or retail customers. Provide your plan for best pricing for PCA Members. Note that additional discounts may be negotiated between the Vendor and Member as long as other member agencies who meet the same criteria are offered an equal discount. The Purchase Order should reflect the additional discounts agreed upon.

NOTE: If the Vendor submits pricing with the stipulation that it is only good for a period of time less than one year, the pricing must be re-verified by the PCA Member and pricing updates submitted to PCA as contract amendment. PCA may be contacted to review the new proposed pricing. The vendor should provide adjusted price and justification for price adjustment.

The following may be used for proposal responses that do not require cost book...supply any information necessary for the vendor's submission.

Price Lists Submittals

Price Lists shall be submitted in a format that is easily understood and includes the information requested below. Submit Price Lists and/or catalogs in electronic form only. Respondents must submit products, services, warranties, etc.

Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular Vendor and the pricing per item. Electronic price lists must contain the following (if applicable):

- Manufacturer part number
- Vendor part number-if different from manufacturer part number
- Description
- Manufacturer's suggested list price; including installation service, if applicable. Price bid per item.
- Vendor's discount and net price
- Catalog items should have a percent discount off manufacturers suggested pricing and rentals should show a discount off the rental price available to the public.
- Price lists shall be uploaded in Tab 6; see Appendix A, as an example.

Vendor shall fully explain their pricing structure including:

- Core items list, if offered
- Tiered pricing based on volume, including break points, if applicable
- Variable discounts by category, if applicable
- How services are priced: training, repairs, changes/additions, etc.
- Manufacturer's certificate for your company as a Re-Seller/Installer
- Installed costs per material item; types of services per linear foot

USMCA

All work done in Canada or Mexico shall be paid in U.S. dollars or at the currency exchange rate as stated in the purchase order.

Purchase Order Reference

All issued and approved Purchase Orders/Work Order(s) showing PCA pricing under this contract must have PCA OD-307-20 Trenchless Rehabilitation & Related Items and Services referenced on purchase order/work order(s) and invoices(s). This information is the PCA Member's purchase justification, keeps them compliant with state and local purchasing policy, and assists the PCA Member with their periodic audits.

New Product and Price Adjustment Policy

NEW PRODUCTS/SERVICES can be added to the Vendor's contract when they become available for purchase. New products/services must meet contract specification. New products/services cannot be purchased under this contract until PCA has reviewed the Vendor's request, and approved and executed a contract amendment. A written request to amend the contract must be submitted to PCA on company letterhead, and signed by a person with company signature authority. Vendor will include:

- Product/Service description
- Pricing
- Explanation (for example; new product/service or replacement for X product/service)
- Vendor contact information (in case of questions/clarification/discussion)

PRICE DECREASES may be accepted for existing products/services at any time during the contract term. This contract amendment must be submitted in writing on company letterhead from a person with company signature authority. PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)

PRICE INCREASE requests must be tied to a market indicator such as the Cost Price Index (CPI) or Consumer Cost Index (CCI) or an equivalent justification. The request to amend the contract must be submitted in writing on company letterhead, and signed by a person with company signature authority. PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)



September 24, 2020

Mr. Todd Grafenauer, VP/Education Director
Murphy Pipeline Contractors, Inc.
12235 New Berlin Rd
Jacksonville, Florida 32226
toddg@murphypipelines.com

Re: Purchasing Cooperative of America Contract Amendment #1
PCA OD-307-20 Janitorial Products, Equipment and Related Items

Dear Mr. Grafenauer,

Your request to add additional products/services and the Price List to the above-referenced contract has been accepted, with an effective date of September 24, 2020.

These additional items plus the pricing fit the scope of the original solicitation and will promote service to PCA Members and may be found in the attachment to this letter. We appreciate the description of the additional items.

Please contact us at the following numbers if we can be of service:

Elaine Nichols, Director, cell (713) 851-1471
Dean Zajicek, Assistant Director, cell (832) 585-6373

Yours Truly,

Elaine Nichols

Elaine Nichols, Director
Cell 713-851-1471
www.pcamerica.org

Attachments:
Letter requesting amendment
Price List, Effective September 24, 2020



December 16, 2020

Mr. Todd Grafenauer, VP/Education Director
Murphy Pipeline Contractors, Inc.
12235 New Berlin Rd.
Jacksonville, FL 32226

Re: PCA OD-307-20 Amendment #2
Janitorial Products, Equipment and Related Items

Dear Mr. Grafenauer,

Your request to add new products and update product pricing for the above-referenced PCA-Murphy contract has been approved, with the approval effective as of the date of this letter. These items, plus the discount on pricing, fit the scope of the original solicitation. PCA Members will be better served.

Please contact us at the following numbers if we can be of service:

Elaine Nichols, Director, cell 713-851-1471
Dean Zajicek, Assistant Director, cell 832-585-6373

Yours Truly,

Elaine Nichols, Director
Cell 713-851-1471
www.pcamerica.org

Attachments:

- 12-14-20 Murphy Amend#2 Request PCA OD-307-20
- 12-14-20 Murphy Price List PCA OD-307-20 (Price list with PCA discount)



Title - TR13646 - D3 Appointment to the Sister Cities Committee

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Mary Jo Rivera to the Sister Cities Committee to serve a term concurrent with the appointing Commission member, or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 3

ATTACHMENTS:

Description	Upload Date	Type
TR13646 - D3 Sister Cities Appointment Memo	6/22/2021	Cover Memo
TR13646 - D3 Sister Cities Appointment	6/22/2021	Resolution
Application - Mary Jo Rivera	6/22/2021	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK'S OFFICE**

**TO: Michael C. Cernech,
City Manager**

DATE: June 22, 2021

**FROM: Jennifer Johnson,
City Clerk**

**RE: TR13646: Appointing (1) Regular
Member to the Sister Cities
Committee**

RECOMMENDATION:

Vice Mayor Villalobos has selected Mary Jo Rivera as the District 3 appointment to the Sister Cities Committee. I am requesting TR13646 "Appointing Mary Jo Rivera to the Sister Cities Committee" be added to the July 14, 2021, City Commission agenda for consideration.

ISSUE:

Effective June 15, 2021, Jacqueline Campbell resigned as the District 3 appointee to the Sister Cities Committee, resulting in a board member vacancy. Vice Mayor Villalobos has selected Mary Jo Rivera to fill the vacancy, and in accordance with Sec. 2-59(a), Ms. Smith's term will expire Nov. 5, 2024, or until such time new appointments are made.

BACKGROUND:

DIVISION 13. – Sister Cities COMMITTEE^[1]

Sec. 2-234.31. - Creation. The sister cities committee which shall be a permanent agency of the city and which shall consist of seven (7) members appointed by the city commission.

Sec. 2-234.32. - Membership; compensation.

The members of the sister cities committee shall be appointed by the city commission and serve at the pleasure of the city commission without compensation.

Sec. 2-234.33. - Residency requirements.

Each member of the committee shall be a resident of the city or an owner or employee of a business, including, but not limited to, representatives from the Tamarac North Lauderdale Chamber of Commerce, educational institutions, cultural and other relevant non-profit organizations serving Tamarac residents located in the city. Failure to be a resident of the city or employed by a business located in the city shall result in forfeiture of the position

on the committee. This section does not apply to staff appointed to the committee as part of their work responsibilities. The city commission may waive the requirements of this section.

Sec. 2-234.34. - Appointment process.

The appointment process shall occur in accordance with the terms and provisions of sections [2-57](#) and [2-58](#).

Sec. 234.35. - Terms of appointees.

Terms of appointees shall occur in accordance with the terms and provisions of [section 2-59](#).

Sec. 234.36. - Annual review.

The annual review shall occur in accordance with the terms and provisions of [section 2-60](#).

Sec. 2-234.37. - Powers and duties.

The sister cities committee shall be authorized to research and report to the city commission on matters related to sister cities programs or relationships. The sister cities committee may perform such other duties as may be prescribed by resolution by the city commission.

Sec. 2-234.38. - Meetings.

(a) The sister cities committees shall conduct its meetings pursuant to Robert's Rules of Order, Newly Revised, and all applicable laws. A quorum shall consist of a majority of the membership.

(b) The committee shall meet at the request of the chairperson or a majority of the members upon no less than forty-eight-hours notice to each member and the public.

Sec. 2-234.39. - Liaisons.

Staff liaison. The sister cities committee may have a staff person assigned to it by the city manager to serve in an advisory capacity. Any requests on the part of the committee for information or services from the administration shall be made by the chairman of the committee to the city manager or through the staff liaison if one (1) is assigned.

Sec. 2-234.40. - Vacancies

(a) *Removal of members.* A sister cities committee member appointed by the city commission serves at the pleasure of the city commission and shall be removed at any time by majority vote of the city commission.

(b) *Resignation of members.* A resignation by a committee member made either orally or in writing will be deemed accepted by the city commission when the committee member

announces his resignation to the committee, city manager or city commission. The city commission need not take any formal action to accept the resignation. Failure to attend three (3) consecutive meetings without being excused by the chairman shall be deemed a resignation.

FISCAL IMPACT:

No fiscal impact.

District: 3

ATTACHMENT(S):

Advisory Board Application: Mary Jo Rivera

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2020 -

A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF TAMARAC, FLORIDA, APPOINTING
MARY JO RIVERA TO THE SISTER CITIES
COMMITTEE TO SERVE A TERM CONCURRENT
WITH THE APPOINTING COMMISSION MEMBER,
OR UNTIL SUCH TIME AS NEW APPOINTMENTS
ARE MADE; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the
Sister Cities Committee ; and

WHEREAS, Jacqueline Campbell resigned as a member of the Sister Cities
Committee effective June 15, 2021, resulting in a board member vacancy; and

WHEREAS, in accordance with §2-58 of the Tamarac Code, the City
Commission shall appoint qualified individuals to the respective positions ; and

WHEREAS, Mary Jo Rivera has been identified to the fill vacancy on the
Sister Cities Committee; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in
the best interest of the citizens and residents of the City of Tamarac to appoint one
(1) member to the Sister Cities Committee, in accordance with the procedures set
out in §2-58 of the Tamarac Code ; and

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

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

SECTION 2: That the following individual is hereby appointed to serve as a member of the Sister Cities Committee that is concurrent with the appointing commission member, or until such time as new appointments are made.

<u>Name of Appointee</u>	<u>Board/Committee</u>	<u>Commission District</u>	<u>Term Ending</u>
Mary Jo Rivera	Sister Cities	3	Nov. 5, 2024

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 adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

Michelle J. Gomez
MAYOR

ATTEST:

Jennifer Johnson, CMC
CITY CLERK

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

John R. Herin, Jr.
CITY ATTORNEY



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

<input type="checkbox"/> Parks and Recreation Board	<input type="checkbox"/> Planning Board
<input checked="" type="checkbox"/> Public Art Committee	<input type="checkbox"/> Veteran's Affairs Committee
<input type="checkbox"/> Sister Cities Committee	Other (Please specify): _____

Application is for: ☐ Reappointment ☒ New appointment

PERSONAL:

Name: Mary Jo Rivero Telephone Number: 954-654-1528

Home Address: 7611 Southampton Terrace, #303 33321 Zip Code: 33321

Length of Residence in Tamarac (If applicable) 9 Years Months

Length of Time as Business Person in Tamarac (If applicable) Years Months

E-Mail Address: mj9332@live.com

Development/Section Name and Number: Kingspoint-Southampton

Commission District Number: 3 Voting Precinct Number: J012

EDUCATION:

Name and location of High School: _____

College (if appropriate): U of Miami Law School

Years Completed: 3 Degree: JD

Field of Study: Law

Other professional or technical training (Name of school, course name, etc.):

RECEIVED
CITY OF TAMARAC
CITY CLERK

2020 JUL 20 PM 1:13

EMPLOYMENT:Current or most recent employer: Mary Jo Rivero, P.A.Address: 1806 N Flamingo Rd., 355, Pembroke Pines 33028Position: Attorney/Owner Years of Service: 25Duties: Bankruptcy Law and Estate Planning**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

In the past I volunteered with the City of Miramar business licensing department. I was a member of a Rotary Club for many years and served a term as president. I was active in the past with the local Chamber of Commerce in Pembroke Pines/Miramar where I participated in a Leadership course. As my business grew I found that I had less and less time for volunteer work but as I am getting closer to retirement I would like to get back into volunteering and "give back" so to speak to the great City of Tamarac which I have fallen in love with over the past 9 years.

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

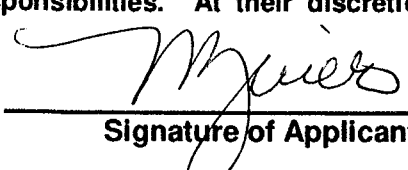
Tamarac Organization**Years Member****Office Held (if any)****Outside City of Tamarac**Rotary Club of Miramar /
P. Pines15 1994-2009President, Secy and other**ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.


Signature of Applicant7/11/2020
Date

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Mary Jo Rivero

- 1 Do you have any relatives presently employed by the City of Tamarac? No

If yes, please state names and City departments/divisions: _____

- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? No If yes, please explain:

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent?
If yes, please explain: No

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: No

- 5 Do you have any existing violations relative to other City codes? No

If yes, please list:

From: [Mary Jo Rivero](#)
To: [Jennifer Johnson](#)
Subject: [EXTERNAL] Re: Sister Cities Committee - Application
Date: Thursday, December 17, 2020 9:15:02 PM

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Yes, please.

Mary Jo Rivero

Sent from my iPhone

On Dec 16, 2020, at 1:39 PM, Jennifer Johnson <Jennifer.Johnson@tamarac.org> wrote:

Good afternoon Mary Jo,

I know you applied for the Public Art Committee while Commissioner Fishman was in office, and I just wanted to double check something with you. Did Commissioner Fishman recommend that you also apply for Sister Cities? If so, did you want me to roll your application over for consideration on that Committee.

Thank you for your patience.

Jen

<!--[if !vml]-->

<image002.jpg>

<!--[endif]--> **Jennifer Johnson**

City Clerk | City Clerk's Office
(954) 597-3506 | www.tamarac.org
7525 NW 88th Ave, Tamarac, FL 33321

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.



Title - TR13648 - Opioid Litigation Settlement

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the City of Tamarac, Florida to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan Settlement Agreement; directing the City Clerk to provide a copy of this Resolution to the Florida Leagues of Cities and the Florida Attorney General; authorizing the execution of all documents necessary to effectuate the intent of this Resolution; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR 13648 - Memo	7/6/2021	Cover Memo
TR 13648 - Reso	7/8/2021	Resolution
TR 13648 - Exhibit A	7/6/2021	Exhibit

City of Tamarac
Interoffice Memorandum
City Manager's Office

To: Michael C. Cernech, City Manager
Thru: Kathleen Gunn, Assistant City Manager
From: Laura Karpaviciute, Assistant to the City Manager
Date: July 2, 2021
Re: TR 13648 - Opioid Litigation Settlement

Recommendation:

Please place TR 13648 on the July 14, 2021 City Commission meeting agenda for adoption.

Issue:

The City of Tamarac participation in the Memorandum of Understanding (MOU) reached by the State and its litigating political subdivisions will enable the City to receive the funds to be utilized for the abatement activities once the settlement is finalized.

Background:

In response to the national opioid epidemic, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action in the multijurisdictional litigation against opioid manufacturers, marketers, distributors, and retailers along with the other State, local and tribal governments, hospitals, individuals, insurers and others (*In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MLD No. 2804).

The State and the Plaintiff's Executive Committee are in the ongoing negotiations with Purdue Pharma, L.P., Mallinckrodt PLC, the distributor (Cardinal Health Inc., McKesson Corp., and AmerisourceBergen Corp.), and Johnson and Johnson regarding the settlement allocations. The MOU presents a compromise reached by the State and the litigating political subdivisions of the State enabling Florida and its political subdivisions to achieve maximum amounts recoverable from the settlements obtained in relation to opioid litigation.

While the City of Tamarac is not a litigant in the case, impacted local governments can elect to accept the proposed MOU. If the City approves the MOU, once the settlement is finalized, Tamarac will be able to receive funds for activities to abate the continuing public health crisis of opioid addiction, for example, increasing Naloxone or other FDA-approved drugs to reverse opioid overdoses, first responder training, wellness and support services to first responders experiencing secondary trauma associated with opioid emergency events.

Fiscal Impact:

There is no negative budgetary impact associated with the adoption of this resolution.

The exact positive fiscal impact is to be determined after the settlement is finalized. Per settlement scenarios provided by the Office of the Attorney General, potential amounts that Tamarac may receive for abatement activities ranges depending on the settlement scenarios:

- Scenario 1 – \$26,266.03
- Scenario 2 – \$20,173.87
- Scenario 3 - \$14,121.71.

Attachment: Exhibit A – Letter from the Office of the Attorney General

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE CITY OF TAMARAC FLORIDA TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN SETTLEMENT AGREEMENT; DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUES OF CITIES AND THE FLORIDA ATTORNEY GENERAL; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, Florida has suffered harm from the opioid epidemic; and

WHEREAS, the City of Tamarac, Florida recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action in the matter known as In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and the City of Tamarac is not a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments in Florida involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City of Tamarac, Florida, and every other Florida city and county; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interests of the citizens and residents of the City of Tamarac to participate in the Florida Plan in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

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

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

SECTION 2: The City of Tamarac, Florida hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A" and incorporated herein.

SECTION 3: Appropriate City Officials are hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A" and incorporated herein.

SECTION 4: Appropriate City Officials are hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5: The City of Tamarac City Clerk is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida League of Cities and to Attorney General Ashley Moody c/o John M. Guard, The Capitol, PL-01, Tallahassee, FL 32399-1050.

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 adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

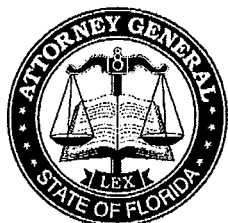
MICHELLE J. GOMEZ
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN JR.
CITY ATTORNEY



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-0168
<http://www.myfloridalegal.com>

April 13, 2021

Mayor Michelle J. Gomez
City of Tamarac
7525 Northwest 88th Avenue
Tamarac, FL 33321
Michelle.Gomez@tamarac.org

RE: Opioid Litigation

Dear Mayor Gomez:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the "State"). Since she took office, Attorney General Moody has been heavily involved in leading both the State's ongoing opioid litigation and several different negotiations with defendants in that litigation. Those negotiations have included litigation counsel representing cities and counties.

As part of those negotiations to enable Florida to achieve the maximum amount recoverable for both the State and its subdivisions, the State has been negotiating for a lengthy time with outside counsel for nearly all litigating political subdivisions within the State. After multiple sessions and significant compromise by both sides, the attached memorandum of understanding ("MOU") has been reached. We have offered and the lawyers for the litigating subdivisions are recommending to their clients that the attached MOU be accepted. This proposal is the result of numerous meetings and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, the State believe that this proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this letter is to summarize the primary terms of the MOU and attempt to anticipate questions that you, your commission, and your internal and/or other legal counsel may have regarding this litigation and allocation proposal.

What cases does this MOU apply?

This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Purdue Pharma L.P. (“Purdue”) bankruptcy, the Mallinckrodt PLC (“Mallinckrodt”) bankruptcy, the distributor (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the “Distributors”)) and Johnson & Johnson (“J&J”) potential deal, as well as any additional settlements obtained related to the opioid litigation.

Why is an allocation agreement necessary and why now?

Almost 100 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy.

The State and the Plaintiffs’ Executive Committee for the Opioid Litigation Multi-District Litigation panel (the “PEC”) are in ongoing negotiations with Purdue, Mallinckrodt, the Distributors, and J&J with potential resolutions anticipated in the coming weeks. Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims. Under the Distributor and J&J deal, the State and its subdivisions receive a substantially larger settlement amount the higher the number of subdivisions sign on to the deal. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

The deals contemplate the need for relatively quick buy in by subdivisions in order to maximize recovery. The pace of negotiations is accelerating, and Purdue has filed its plan of reorganization. Given this accelerating pace, there is a greater sense of urgency among all counsel to come to agreement and resolve how monies are going to be allocated, so that we can move Purdue, Mallinckrodt, and other potential settlements toward finality. Given the Sunshine law, the likely need for public notice and comment, and the complexity of the deals, we need to agree to an allocation plan now to ensure that Florida maximizes recovery.

How can funds be utilized?

You will see as you review the MOU that the State and its subdivisions, who execute this MOU, are agreeing that almost all the funds from any settlement will go to abatement activities. In other words, funds must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder and Mental Health disorders (“Approved Purposes”). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. The list was developed nationally consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. These uses are intended to best serve the overall purpose and

intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

While supported by the State, this requirement was imposed the defendants for tax and other reasons. It is also necessary to militate against the United States seeking substantial amounts of settlement funds from both the State and subdivisions as recoupment.

How are the funds allocated amongst the States?

While not part of the MOU, the States have been negotiating the national allocation for almost two years with an agreement reached in late 2019. Florida's interstate allocation is 7.03%. That allocation is the second largest allocation in the nation ahead of Texas, which is the second largest state. Florida is one of a handful of states whose allocation is greater and greater by a significant percentage above its population (Florida has 6.54% of the United States' population). The only states that have larger gains over their population are the opioid belt states: West Virginia, Kentucky, etc. The interstate allocation is the product of two measures. One calculated by the PEC and the other calculated by the States. The data sets chosen are slightly different (including different years and what measures were selected), but the main difference is that some states demanded that population play a more significant factor in the state allocation and it is not a factor in the PEC calculation. Given how much Florida's allocation percentage is above its population, the need in these settlements to maximize the number of states settling, and the potential litigation risks in the absence of such an agreement, it would be our recommendation that cities and counties accept the interstate allocation.

How much money does the State expect for it and its subdivisions?

It depends. Each of the current or proposed settlements are for different lengths of time and each contain different variability. In Purdue, payments are paid over a ten-year period and vary with the performance of the ongoing business of the new company and payments from third parties. In Mallinckrodt, payment amounts are still being negotiated, but will be paid over seven years and will vary depending on the value of the emerging company seven years later as part of the recovery is warrants in the re-emerged company. In the Distributor and J&J proposed deal, the proposed deal is over eighteen years and the amount paid varies depending on subdivision participation and whether other subdivisions file opioid related litigation in the future. As part of the MOU, the State is willing to seek judicial or legislative action to reduce the variability of the monies, especially in connection with the Distributor and J&J deal. Our current best guess based on projections and assuming total participation is \$120-140M a year for the first few years, \$90-110M a year for the middle years, and then \$60-70M a year for the later years of the deal for the State and its subdivisions. Again, these numbers can and will vary and hopefully will increase if additional settlements are reached.

How are the funds allocated amongst the State and its subdivisions?

This Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida.

The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the “Negotiation Class Metrics.” This model was developed in the National Prescription Opiate MDL by the PEC, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement and decreasing over time.

These funds are allocated to counties in accordance with the “Negotiating Class Metrics” described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed “Qualified Counties”) these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity (the entity that the State has contracted with to provide substance abuse treatment) for that county, to be spent on approved purposes within the region that the county is a part.

For Counties with populations greater than 300,000: We encourage you to review the definition of Qualified County in the MOU, so that you can understand the other requirements that you will have to meet. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities (at least 50% of the population) within your county as to how these funds are spent. The requirements of such agreements are subject to further discussion and negotiation.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question. The amount will vary for qualified counties depending on how many municipalities in that County: (1) join a settlement; and (2) enter an agreement with a County.

For Counties with populations less than 300,000 or that do not qualify as a Qualified County: Currently, a majority of the monies being utilized to respond to the opioid epidemic in the State flow through Managing Entities located regionally who provide service in each community. When we traveled the state before COVID and had discussions with many of you, most (outside a couple large counties) indicated that they

had a good working relationship with their Managing Entity. Indeed, several indicated that they were already involved with their Managing Entity. The actual dollar amounts annually paid to smaller counties under the contemplated settlement agreements are not substantial enough to support standalone programs. Given that reality, but wanting to maximize services locally, it made sense to have the monies flow through the existing structure to expand services in each county. If there are issues or problems with Managing Entities, we are happy to engage. We are also happy to try and help communities get involved in or engage with their Managing Entity.

We have attached a spreadsheet to this letter that demonstrates the amounts attributable to each county per year for an amount within each range in the previous question.

The **State Fund** consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes

Why should we agree to this allocation?

The proposed allocation in the MOU is better than the alternative that subdivisions will receive if they do not enter an agreement with the State. Two of the defendants who we have negotiated with, Purdue and Mallinckrodt are now in bankruptcy. In advance of and in connection with those bankruptcies, the states, the PEC, and city and county representatives negotiated a default intrastate allocation and agreed that it will apply unless a state and its cities and counties agree to something else. A Deputy County Attorney for Broward County, Florida, was involved in the negotiations related to Purdue. Something like the Purdue default allocation is currently in the draft connected to the Distributor and J&J deal.

The allocation above is superior for Florida's subdivisions than that default allocation. Indeed, the State offered substantial improvements over those terms from the beginning of the negotiations that led to this MOU. We have attached a copy of the Purdue abatement term sheet for your review. Under that default allocation, there is no city/county fund. Only subdivisions with populations greater than 400,000 people are eligible to receive any monies directly. Almost all the monies will flow through the Managing Entities who are regionally supplying services. The allocation percentages for the regional bucket are dollar based and decrease to half, far more quickly than in the MOU. In other words, the allocation in this MOU allows a far greater recovery directly to each Florida city and county than the alternative and greater recoveries regionally for all subdivisions.

The allocation is also better than the cities and counties would achieve if damages were proportionally allocated. In the Purdue bankruptcy, over one hundred twenty-five Florida subdivisions filed proofs of claims. When the size of those claims is compared to that of the State's claim, the State's claim was more than four, almost five times larger than all the subdivisions' claims combined. Subdivisions are getting substantially more than what their proportional share would be. The State is willing to agree to the larger because it frankly reflects the reality of how monies are currently being spent and is consistent with how the legislature has been appropriating monies to combat this crisis.

If individual subdivisions do not agree to a settlement, what will happen?

If there are hold outs or subdivisions that do not respond, the MOU contemplates that the State will either file a new suit or sever its claims against settling defendants from its existing opioid lawsuit and add political subdivisions and through either a class action mechanism or declaratory relief seek to bar future subdivision claims. Such action is necessary to ensure that the State and any subdivisions that agree to a settlement maximize their recoveries. This not a novel position and there is a substantial body of Florida law that exists that the State may resolve and release public claims including subdivision claims.¹ That being said, the State would prefer that we reach agreement on the allocation under the proposed MOU and handle things consensually. But, if there are holdouts, the State is prepared to litigate or seek legislation from the legislature to ensure that cities and counties that agree to this MOU are protected and will receive the recovery contemplated under the allocation.

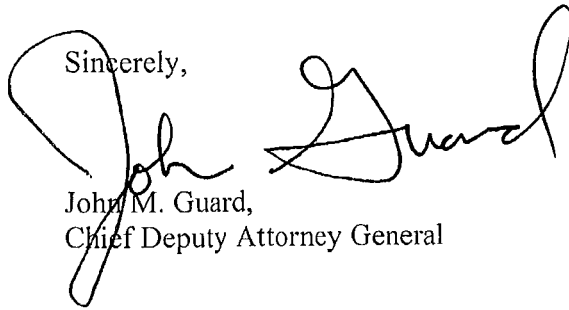
What are the next steps and the timeline?

We would ask that you review the attached MOU and proposed model resolution supporting an agreement on the MOU terms. We will be scheduling calls to answer questions about the MOU. We would ask each subdivision to think about who is attending each session and ensure that any of those discussions will not violate Florida's government-in-the-sunshine law. If you will contact my administrator, Janna Barineau, by e-mail (Janna.Barineau@myfloridalegal.com), we will include you in those discussions. After those discussions, we would then ask that you follow Florida law for approving such a resolution by your commission and in due course, pass it, and return a copy to me at the address on the first page of the letter. Potential settlements are anticipated in the coming weeks or months, but I cannot tell you exactly when a settlement will be finalized. These proposed settlements are

¹ See Fla. Stat. §501.207(1)(c)(authorizing the Attorney General to bring “[a]n action on behalf of one or more consumers or **government entities** for actual damages...” under Florida’s Deceptive and Unfair Trade Practices Act); e.g., *Engle v. Liggett Group, Inc.*, 945 So. 2d 1246, 1258-62 (Fla. 2006); *Young v. Miami Beach Improvement Co.*, 46 So. 2d 26, 30 (Fla. 1950); *Castro v. Sun Bank of Bal Harbour*, 370 So. 2d 392, 393 (Fla. 3d DCA 1979); *City of New Port Richey v. State ex rel. O’Malley*, 145 So. 903, 905 (Fla. 2d DCA 1962); also *State of Florida ex rel. Shevin v. Exxon Corp.*, 526 F.2d 266, 275 (5th Cir. 1976) (holding that the Attorney General could file suit seeking damages for injuries sustained by government entities who had not specifically authorized the Attorney General to do so); *Eggers v. City of Key West*, 2007 WL 9702450, at *3 (S.D. Fla. Feb. 26, 2007) (concluding “[a]pplicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction.”); *Aerojet-General Corp. v. Askew*, 366 F. Supp. 901, 908-11 (N.D. Fla. 1973).

anticipated to include provisions which establish time limits on agreements between states and political subdivisions. As a result, we would request that you pass a resolution in the next 60-90 days, if possible.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Guard". The signature is fluid and cursive, with a large loop at the end.

John M. Guard,
Chief Deputy Attorney General

cc: Samuel Goren
Goren, Cherof, Doody & Ezrol P.A.
3099 East Commercial Boulevard Ste 200
Tamarac, FL 33308-4348
sgoren@gorencherof.com

Enc. Proposal with Ex. A and B
Recovery Spreadsheet
Purdue Abatement Term Sheet

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c/o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City/County Fund	15%
Regional Fund	35%
Scenario 1	\$ 130,000,000.00
City/County Fund Scenario 1	\$ 19,500,000.00
Regional Fund Scenario 1	\$ 45,500,000.00
Scenario 2	\$ 100,000,000.00
City/County Fund Scenario 2	\$ 15,000,000.00
Regional Fund Scenario 2	\$ 35,000,000.00
Scenario 3	\$ 70,000,000.00
City/County Fund Scenario 3	\$ 10,500,000.00
Regional Fund Scenario 3	\$ 24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.24106016449%			\$ 564,682.37		\$ 434,371.06		\$ 304,059.74
	Alachua County		0.821689546303%	\$ 160,229.46		\$ 123,253.43		\$ 86,277.40	
	Alachua		0.013113332457%	\$ 2,557.10		\$ 1,967.00		\$ 1,376.90	
	Archer		0.000219705515%	\$ 42.84		\$ 32.96		\$ 23.07	
	Gainesville		0.381597611347%	\$ 74,411.53		\$ 57,239.64		\$ 40,067.75	
	Hawthorne		0.000270546460%	\$ 52.76		\$ 40.58		\$ 28.41	
	High Springs		0.011987568653%	\$ 2,337.58		\$ 1,798.14		\$ 1,258.69	
	La Crosse		0.000975056706%	\$ 190.14		\$ 146.76		\$ 102.38	
	Micanopy		0.002113530737%	\$ 412.14		\$ 317.03		\$ 221.92	
	Newberry		0.006102729215%	\$ 1,190.03		\$ 915.41		\$ 640.79	
	Waldo		0.002988721299%	\$ 582.80		\$ 448.31		\$ 313.82	
Baker		0.193173804130%			\$ 87,894.08		\$ 67,810.83		\$ 47,327.58
	Baker County		0.169449240037%	\$ 33,042.80		\$ 25,417.39		\$ 17,792.17	
	Glen St. Mary		0.000962346479%	\$ 18.77		\$ 14.44		\$ 10.10	
	Macleenny		0.013628329446%	\$ 4,607.52		\$ 3,544.25		\$ 2,480.97	
Bay		0.839656373312%			\$ 382,043.65		\$ 293,879.73		\$ 205,715.81
	Bay County		0.508772605155%	\$ 99,210.66		\$ 76,315.89		\$ 53,421.12	
	Callaway		0.024953875527%	\$ 4,866.00		\$ 3,743.07		\$ 2,620.15	
	Lynn Haven		0.039205632015%	\$ 7,645.10		\$ 5,880.84		\$ 4,116.59	
	Mexico Beach		0.005614292988%	\$ 1,094.79		\$ 842.14		\$ 589.50	
	Panama City		0.155153855966%	\$ 30,255.00		\$ 23,273.08		\$ 16,291.15	
	Panama City Beach		0.080897023117%	\$ 15,774.92		\$ 12,134.55		\$ 8,494.19	
	Parker		0.008704696178%	\$ 1,697.42		\$ 1,305.70		\$ 913.99	
	Springfield		0.016354442736%	\$ 3,189.12		\$ 2,453.17		\$ 1,717.22	
Bradford		0.189484204081%			\$ 86,215.31		\$ 66,319.47		\$ 46,423.63
	Bradford County		0.151424309090%	\$ 29,527.74		\$ 22,713.65		\$ 15,899.55	
	Brooker		0.000424885045%	\$ 82.85		\$ 63.73		\$ 44.61	
	Hampton		0.002839879959%	\$ 553.77		\$ 425.97		\$ 298.18	
	Lawley		0.003400896108%	\$ 663.17		\$ 510.13		\$ 357.09	
	Starke		0.031392468132%	\$ 6,121.53		\$ 4,708.87		\$ 3,296.21	
Brevard		3.878799180444%			\$ 1,764,853.63		\$ 1,357,579.71		\$ 950,305.80
	Brevard County		2.323022668255%	\$ 452,989.42		\$ 348,453.40		\$ 243,917.38	
	Cape Canaveral		0.045560750209%	\$ 8,884.35		\$ 6,834.11		\$ 4,783.88	
	Cocoa		0.149245411423%	\$ 29,102.86		\$ 22,386.81		\$ 15,670.77	
	Cocoa Beach		0.084363286153%	\$ 16,450.84		\$ 12,654.49		\$ 8,858.15	
	Grant-Valkaria		0.000321387406%	\$ 62.67		\$ 48.21		\$ 33.75	
	Indian Lake		0.024136738902%	\$ 4,706.66		\$ 3,620.51		\$ 2,534.36	
	Indian Harbour Beach		0.011089913665%	\$ 4,112.53		\$ 3,163.49		\$ 2,214.44	
	Malabar		0.002505732317%	\$ 488.62		\$ 375.86		\$ 263.10	
	Melbourne		0.383104682233%	\$ 74,705.41		\$ 57,465.70		\$ 40,225.99	
	Melbourne Beach		0.01291066302%	\$ 2,357.76		\$ 1,813.66		\$ 1,269.56	
	Melbourne Village		0.003782203200%	\$ 737.53		\$ 567.33		\$ 399.13	
	Palm Bay		0.404817397481%	\$ 78,939.39		\$ 60,722.61		\$ 42,505.83	
	Palm Shores		0.000127102364%	\$ 24.78		\$ 19.07		\$ 13.35	
	Rockledge		0.096603247398%	\$ 18,837.63		\$ 14,490.49		\$ 10,143.34	
	Satellite Beach		0.035975416244%	\$ 7,015.21		\$ 5,396.31		\$ 3,777.42	
	Titusville		0.240056418924%	\$ 46,811.00		\$ 36,008.46		\$ 25,205.92	
	West Melbourne		0.051997577066%	\$ 10,139.53		\$ 7,799.64		\$ 5,459.75	
Broward		9.057962672578%			\$ 4,121,373.02		\$ 3,170,286.94		\$ 2,219,200.85
	Broward County		3.966403576878%	\$ 773,448.70		\$ 594,960.54		\$ 416,472.38	
	Coconut Creek		0.101131719448%	\$ 19,720.69		\$ 15,169.76		\$ 10,618.83	
	Cooper City		0.073935445073%	\$ 14,417.41		\$ 11,090.32		\$ 7,763.22	
	Coral Springs		0.323406517664%	\$ 63,064.27		\$ 48,510.98		\$ 33,957.68	
	Dania Beach		0.017807041180%	\$ 3,472.37		\$ 2,671.06		\$ 1,869.74	
	Davie		0.266922271535%	\$ 52,049.83		\$ 40,038.33		\$ 28,026.83	
	Deerfield Beach		0.202423221475%	\$ 39,472.53		\$ 30,363.48		\$ 21,254.44	
	Fort Lauderdale		0.820581264531%	\$ 161,963.35		\$ 124,587.19		\$ 87,211.03	
	Hallandale Beach		0.154950491814%	\$ 30,215.35		\$ 23,242.57		\$ 16,269.80	
	Hillburo Beach		0.012407006463%	\$ 2,419.37		\$ 1,861.05		\$ 1,302.74	
	Hollywood		0.520164608456%	\$ 101,432.10		\$ 78,024.69		\$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	\$ 4,447.48		\$ 3,421.14		\$ 2,394.80	
	Lauderdale Lakes		0.062625150435%	\$ 12,111.90		\$ 9,393.77		\$ 6,575.64	
	Lauderhill		0.144382838130%	\$ 28,154.65		\$ 21,657.43		\$ 15,160.20	
	Lazy Lake		0.000021788977%	\$ 4.25		\$ 3.27		\$ 2.29	
	Lighthouse Point		0.029131851803%	\$ 5,680.71		\$ 4,369.78		\$ 3,058.85	
	Margate		0.143683775199%	\$ 28,018.34		\$ 21,552.57		\$ 15,086.80	
	Miramar		0.27920208419%	\$ 54,459.64		\$ 41,892.03		\$ 29,324.42	
	North Lauderdale		0.066069624496%	\$ 12,883.58		\$ 9,910.44		\$ 6,937.31	
	Oakland Park		0.100430806999%	\$ 19,584.01		\$ 15,064.63		\$ 10,545.24	
	Ocean Breeze		0.005381877237%	\$ 1,049.47		\$ 807.78		\$ 565.10	
	Parkland		0.045804060448%	\$ 8,931.79		\$ 6,870.61		\$ 4,809.43	
	Pembroke Park		0.024597938908%	\$ 4,796.60		\$ 3,689.69		\$ 2,582.78	
	Pembroke Pines		0.462832363603%	\$ 90,252.31		\$ 69,424.85		\$ 48,597.40	
	Plantation		0.213918725664%	\$ 41,714.15		\$ 32,087.81		\$ 22,461.47	
	Pompano Beach		0.335472163493%	\$ 65,417.07		\$ 50,370.82		\$ 35,224.58	
	Sea Ranch Lakes		0.005024174870%	\$ 979.71		\$ 753.63		\$ 527.54	
	Southwest Ranches		0.015979723178%	\$ 5,066.05		\$ 3,896.96		\$ 2,727.87	
	Sunrise		0.236071106146%	\$ 55,783.87		\$ 42,910.67		\$ 30,037.47	
	Tamarac		0.134492458472%	\$ 26,226.03		\$ 20,173.87		\$ 14,121.71	
	Weston		0.138637811283%	\$ 27,034.37		\$ 20,795.67		\$ 14,556.97	
	West Park		0.029553115352%	\$ 5,762.86		\$ 4,432.97		\$ 3,103.08	
	Wilton Manors		0.031630331127%	\$ 6,167.91		\$ 4,744.55		\$ 3,321.18	
Calhoun		0.047127740781%			\$ 21,443.12		\$ 16,494.71		\$ 11,546.30
	Calhoun County		0.038866087128%	\$ 7,578.89		\$ 5,829.91		\$ 4,080.94	
	Altha		0.000366781107%	\$ 71.52		\$ 55.02		\$ 38.51	
	Blountstown		0.007896682939%	\$ 1,539.85		\$ 1,184.50		\$ 829.15	
Charlotte		0.737346233376%			\$ 335,492.54		\$ 258,071.18		\$ 180,649.83
	Charlotte County		0.690275755587%	\$ 134,594.02		\$ 103,533.86		\$ 72,473.70	
	Punta Gorda		0.047120477899%	\$ 9,188.49		\$ 7,068.07		\$ 4,947.65	
Citrus		0.969645776606%			\$ 441,188.83		\$ 339,376.02		\$ 237,563.22
	Citrus County		0.929715661117%	\$ 181,294.55		\$ 139,457.35		\$ 97,620.14	
	Crystal River		0.021927878266%	\$ 4,276.11		\$ 3,289.32		\$ 2,302.52	
	Inverness		0.018001322223%	\$ 3,510.26		\$ 2,700.20		\$ 1,890.14	
Clay		1.193429461456%			\$ 543,010.40		\$ 417,700.31		\$ 292,390.22
	Clay County		1.055764891131%	\$ 205,874.15		\$ 158,364.73		\$ 110,855.31	
	Green Cove Springs		0.057762577142%	\$ 11,763.70		\$ 8,664.39		\$ 6,065.07	
	Keystone Heights		0.000753535443%	\$ 146.94		\$ 113.03		\$ 79.12	
	Orange Park		0.078589207339%	\$ 15,324.90		\$ 11,788.38		\$ 8,251.87	
	Pennet Farms		0.000561066149%	\$ 109.41		\$ 84.16		\$ 58.91	
Collier		1.55133376427%			\$ 705,856.69		\$ 547,966.68		\$ 380,076.68
	Collier County		1.354673336030%	\$ 264,161.30		\$ 203,201.00		\$ 142,240.70	
	Everglades		0.000148913415%	\$ 29.03		\$ 22.33		\$ 15.63	
	Marco Island		0.062094952003%	\$ 12,108.52		\$ 9,314.24		\$ 6,519.97	
	Naples		0.134416197054%	\$ 26,211.16		\$ 20,162.43		\$ 14,113.70	
Columbia		0.446781150792%			\$ 203,285.42		\$ 156,373.40		\$ 109,461.38

	Columbia County			0.341887201373%	\$	66,668.00	\$	51,283.08	\$	35,898.16
	Fort White			0.000236047247%	\$	46.03	\$	35.41	\$	24.78
	Lake City			0.104659717920%	\$	20,408.64	\$	15,698.96	\$	10,989.27
DeSoto		0.113640407802%			\$	51,706.39	\$	39,774.14	\$	27,841.90
	DeSoto County			0.096884684746%	\$	18,892.51	\$	14,532.70	\$	10,172.89
	Arcadia			0.016755723056%	\$	3,267.37	\$	2,513.36	\$	1,759.35
Dixie		0.103744580900%			\$	47,203.78	\$	36,310.60	\$	25,417.42
	Dixie County			0.098822087921%	\$	19,270.31	\$	14,823.31	\$	10,376.32
	Cross City			0.004639236282%	\$	904.65	\$	695.89	\$	487.12
	Horseshoe Beach			0.000281440949%	\$	54.88	\$	42.22	\$	29.55
Duval		5.434975156935%			\$	2,472,913.70	\$	1,902,241.30	\$	1,331,568.91
	Jacksonville			5.270570064997%	\$	1,027,761.16	\$	790,585.51	\$	553,409.86
	Atlantic Beach			0.038891507601%	\$	7,583.84	\$	5,833.72	\$	4,083.61
	Baldwin			0.002251527589%	\$	439.05	\$	337.73	\$	236.41
	Jacksonville Beach			0.100447182431%	\$	19,587.20	\$	15,067.08	\$	10,546.95
	Neptune Beach			0.022814874318%	\$	4,448.90	\$	3,422.23	\$	2,395.56
Escambia		1.341634449244%			\$	610,443.67	\$	469,572.06	\$	328,700.44
	Escambia County			1.005860871574%	\$	196,142.87	\$	150,879.13	\$	105,615.39
	Century			0.005136751249%	\$	1,001.67	\$	770.51	\$	539.36
	Pensacola			0.330636826421%	\$	64,474.18	\$	49,595.52	\$	34,716.87
Flagler		0.389864712244%			\$	177,388.44	\$	136,452.65	\$	95,516.85
	Flagler County			0.279755934409%	\$	54,552.41	\$	41,963.39	\$	29,374.37
	Beverly Beach			0.000154338585%	\$	30.10	\$	23.15	\$	16.21
	Bunnell			0.009501809575%	\$	1,852.85	\$	1,425.27	\$	997.69
	Flagler Beach			0.015482883669%	\$	3,019.16	\$	2,322.43	\$	1,625.70
	Marineland			0.000114392127%	\$	22.31	\$	17.16	\$	12.01
	Palm Coast			0.084857169626%	\$	16,547.15	\$	12,728.58	\$	8,910.00
Franklin		0.049911282550%			\$	22,709.63	\$	17,468.95	\$	12,228.26
	Franklin County			0.046254365966%	\$	9,019.60	\$	6,938.15	\$	4,856.71
	Apalachicola			0.001768538606%	\$	344.87	\$	265.28	\$	185.70
	Carabelle			0.001888377978%	\$	368.23	\$	283.26	\$	198.28
Gadsden		0.123656074077%			\$	56,263.51	\$	43,279.63	\$	30,295.74
	Gadsden County			0.090211810642%	\$	17,591.30	\$	13,531.77	\$	9,472.24
	Chattahoochee			0.004181667772%	\$	815.43	\$	627.25	\$	439.08
	Greensboro			0.00049206773%	\$	95.95	\$	73.81	\$	51.67
	Gretna			0.002240633101%	\$	436.92	\$	336.09	\$	235.27
	Havana			0.005459954403%	\$	1,064.69	\$	818.99	\$	573.30
	Midway			0.001202025213%	\$	234.39	\$	180.30	\$	126.21
	Quincy			0.019867915223%	\$	3,874.24	\$	2,980.19	\$	2,086.13
Gilchrist		0.064333769355%			\$	29,271.87	\$	22,516.82	\$	15,761.77
	Gilchrist County			0.061274233881%	\$	11,948.48	\$	9,191.14	\$	6,433.79
	Bell			0.00099866143%	\$	19.47	\$	14.98	\$	10.49
	Fanning Springs			0.000388570084%	\$	75.77	\$	58.29	\$	40.80
	Trenton			0.002571099247%	\$	501.36	\$	385.66	\$	269.97
Glades		0.040612836758%			\$	18,478.84	\$	14,214.49	\$	9,950.15
	Glades County			0.040420367464%	\$	7,881.97	\$	6,063.06	\$	4,244.14
	Moore Haven			0.000192469294%	\$	37.53	\$	28.87	\$	20.21
Gulf		0.059914238588%			\$	27,260.98	\$	20,969.98	\$	14,678.99
	Gulf County			0.054715751905%	\$	10,669.57	\$	8,207.36	\$	5,745.15
	Port St. Joe			0.004817179591%	\$	939.35	\$	722.58	\$	505.80
	Wewahitchka			0.000381307092%	\$	74.35	\$	57.20	\$	40.04
Hamilton		0.047941195910%			\$	21,813.24	\$	16,779.42	\$	11,745.59
	Hamilton County			0.038817061931%	\$	7,569.33	\$	5,822.56	\$	4,075.79
	Jasper			0.004869836285%	\$	949.62	\$	730.48	\$	511.33
	Jennings			0.002623755940%	\$	511.63	\$	393.56	\$	275.49
	White Springs			0.001630541754%	\$	317.96	\$	244.58	\$	171.21
Hardee		0.067110048132%			\$	30,535.07	\$	23,488.52	\$	16,441.96
	Hardee County			0.058100306780%	\$	11,329.56	\$	8,715.05	\$	6,100.53
	Bowling Green			0.001797590575%	\$	350.53	\$	269.64	\$	188.75
	Wauchula			0.006667426860%	\$	1,300.15	\$	1,000.11	\$	700.08
	Zolfo Springs			0.000544724471%	\$	106.22	\$	81.71	\$	57.20
Hendry		0.144460915297%			\$	65,729.72	\$	50,561.32	\$	35,392.92
	Hendry County			0.122147187443%	\$	23,818.70	\$	18,322.08	\$	12,825.45
	Clewiston			0.017589151414%	\$	3,429.88	\$	2,638.37	\$	1,846.86
	LaBelle			0.004724576440%	\$	921.29	\$	708.69	\$	496.08
Hernando		1.510075949110%			\$	687,084.56	\$	528,526.58	\$	369,968.61
	Hernando County			1.447521612849%	\$	282,266.71	\$	217,128.24	\$	151,989.77
	Brooksville			0.061319627583%	\$	11,957.33	\$	9,197.94	\$	6,438.56
	Weeki Wachee			0.001234708678%	\$	240.77	\$	185.21	\$	129.64
HIGHLANDS		0.357188510237%			\$	162,520.77	\$	125,015.98	\$	87,511.19
	HIGHLANDS County			0.287621754986%	\$	56,086.24	\$	43,143.26	\$	30,200.28
	Avon Park			0.025829016090%	\$	5,036.66	\$	3,874.35	\$	2,712.05
	Lake Placid			0.00565267790%	\$	1,085.23	\$	834.79	\$	584.35
	Sebring			0.038172471371%	\$	7,443.63	\$	5,725.87	\$	4,008.11
Hillsborough		8.710984113657%			\$	3,963,497.77	\$	3,048,844.44	\$	2,134,191.11
	Hillsborough County			6.523111204400%	\$	1,272,006.68	\$	978,466.68	\$	684,926.68
	Plant City			0.104218491142%	\$	20,322.61	\$	15,632.77	\$	10,942.94
	Tampa			1.975671881253%	\$	385,256.02	\$	296,350.78	\$	207,445.55
	Temple Terrace			0.107980721113%	\$	21,056.24	\$	16,197.11	\$	11,337.98
Holmes		0.081612427851%			\$	37,133.65	\$	28,564.35	\$	19,995.04
	Holmes County			0.066805002459%	\$	13,026.98	\$	10,020.75	\$	7,014.53
	Bonifay			0.006898026863%	\$	1,345.12	\$	1,034.70	\$	724.29
	Esto			0.006269778036%	\$	1,222.61	\$	940.47	\$	658.33
	Noma			0.001278866319%	\$	249.27	\$	191.74	\$	134.22
	Ponce de Leon			0.000179759057%	\$	35.05	\$	26.96	\$	18.87
	Westville			0.000179759057%	\$	35.05	\$	26.96	\$	18.87
Indian River		0.753076058781%			\$	342,649.61	\$	263,576.62	\$	184,503.63
	Indian River County			0.623571460217%	\$	121,596.43	\$	93,535.72	\$	65,475.00
	Fillmore			0.004917045734%	\$	958.82	\$	737.56	\$	516.29
	Indian River Shores			0.025322422382%	\$	4,937.87	\$	3,798.36	\$	2,658.85
	Orchid			0.000306861421%	\$	59.84	\$	46.03	\$	32.22
	Sebastian			0.03815915467%	\$	7,471.60	\$	5,747.39	\$	4,023.17
	Vero Beach			0.060642353558%	\$	11,825.26	\$	9,096.35	\$	6,367.45
Jackson		0.158936058795%			\$	72,315.91	\$	55,627.62	\$	38,939.33
	Jackson County			0.07513731704%	\$	14,666.68	\$	11,282.06	\$	7,897.44
	Alford			0.000303229925%	\$	59.13	\$	45.48	\$	31.84
	Bascom			0.00061735434%	\$	12.04	\$	9.26	\$	6.48
	Campbellton			0.001648699234%	\$	321.50	\$	247.30	\$	173.11
	Cottondale			0.001093080329%	\$	213.15	\$	163.96	\$	114.77
	Graceville			0.002794436257%	\$	544.92	\$	419.17	\$	293.42
	Grandridge			0.00030867717%	\$	6.02	\$	4.63	\$	3.24
	Greenwood			0.001292812616%	\$	252.10	\$	193.92	\$	135.75
	Jacob City			0.000481173235%	\$	93.83	\$	72.18	\$	50.52
	Malone			0.00097603151%	\$	18.06	\$	13.89	\$	9.72
	Marianna			0.073519638768%	\$	14,336.33	\$	11,027.95	\$	7,719.56
	Sneads			0.002404050426%	\$	468.79	\$	360.61	\$	252.43
Jefferson		0.040821647784%			\$	18,573.85	\$	14,287.58	\$	10,001.30
	Jefferson County			0.037584169001%	\$	7,328.91	\$	5,637.63	\$	3,946.34
	Monticello			0.002327478783%	\$	631.31	\$	485.62	\$	339.94
Lafayette		0.031911772076%			\$	14,519.86	\$	11,169.12	\$	7,818.38
	Lafayette County			0.031555885457%	\$	6,153.40	\$	4,733.38	\$	3,313.37
	Nayo			0.000355886619%	\$	69.40	\$	53.38	\$	37.37
Lake		1.139211224519%			\$	518,341.11	\$	398,723.93	\$	279,106.75
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	Leechburg	0.091339390185%	\$	17,811.18	\$	13,700.91	\$	9,590.64
	Mascotte	0.011415608025%	\$	2,226.04	\$	1,712.34	\$	1,198.64
	Minneola	0.016058475803%	\$	3,131.40	\$	2,408.77	\$	1,686.14
	Montverde	0.001347285057%	\$	262.72	\$	202.09	\$	141.46
	Mount Dora	0.041021380070%	\$	7,999.17	\$	6,153.21	\$	4,307.24
	Tavares	0.031820984673%	\$	6,205.09	\$	4,773.15	\$	3,341.20
	Umatilla	0.005623371728%	\$	1,096.56	\$	843.51	\$	590.45
Lee	Lee County	3.325371883350%	\$	1,513,044.21	\$	1,163,880.16	\$	814,716.11
	Bonita Springs	2.115268407509%	\$	412,477.34	\$	317,290.26	\$	222,103.18
	Cape Coral	0.017374893143%	\$	3,388.10	\$	2,606.23	\$	1,824.36
	Estero	0.714429677167%	\$	139,313.79	\$	107,164.45	\$	75,015.12
	Fort Myers	0.012080171813%	\$	2,355.63	\$	1,812.03	\$	1,268.42
	Fort Myers Beach	0.431100350585%	\$	84,064.57	\$	64,665.05	\$	45,265.54
	Sanibel	0.000522935440%	\$	101.97	\$	78.44	\$	54.91
Leon	Leon County	0.897199244939%	\$	408,225.66	\$	314,019.74	\$	219,813.82
	Tallahassee	0.471201146391%	\$	91,884.22	\$	70,680.17	\$	49,476.12
	Tallahassee	0.425998098549%	\$	83,069.63	\$	63,899.71	\$	44,729.80
Levy	Levy County	0.251192401748%	\$	114,292.54	\$	87,917.34	\$	61,542.14
	Branson	0.200131750679%	\$	39,025.69	\$	30,019.76	\$	21,013.83
	Cedar Key	0.005701448894%	\$	1,111.78	\$	855.22	\$	598.65
	Chiefland	0.005180329202%	\$	1,010.16	\$	777.05	\$	543.93
	Fanning Springs	0.015326729337%	\$	2,988.71	\$	2,299.01	\$	1,609.31
	Inglis	0.008088007885%	\$	157.56	\$	121.20	\$	84.84
	Otter Creek	0.004976965420%	\$	970.51	\$	746.54	\$	522.58
	Williston	0.000408543312%	\$	79.67	\$	61.28	\$	42.90
	Yankeetown	0.017743577155%	\$	3,466.00	\$	2,666.15	\$	1,866.31
	Yankeetown	0.00084269303%	\$	172.43	\$	132.64	\$	92.85
Liberty	Liberty County	0.019399452225%	\$	8,826.75	\$	6,789.81	\$	4,752.87
	Bristol	0.01930217578%	\$	3,764.13	\$	2,895.48	\$	2,026.84
	Bristol	0.00096234647%	\$	18.77	\$	14.44	\$	10.10
Madison	Madison County	0.063540287455%	\$	28,910.83	\$	22,239.10	\$	15,567.37
	Greenville	0.053145129837%	\$	10,363.30	\$	7,971.77	\$	5,580.24
	Lee	0.000110760631%	\$	21.60	\$	16.61	\$	11.63
	Madison	0.000019973229%	\$	3.89	\$	3.00	\$	2.10
	Madison	0.010264423758%	\$	2,001.56	\$	1,539.66	\$	1,077.76
Manatee	Manatee County	2.721323346235%	\$	1,238,202.12	\$	952,463.17	\$	666,724.22
	Anna Maria	2.201671474006%	\$	429,321.20	\$	330,347.08	\$	231,172.95
	Bradenton	0.009930376116%	\$	1,936.41	\$	1,489.55	\$	1,042.68
	Bradenton Beach	0.370930746312%	\$	74,086.50	\$	56,989.61	\$	39,892.73
	Holmes Beach	0.014012127744%	\$	2,732.36	\$	2,101.82	\$	1,471.27
	Longboat Key	0.028038781473%	\$	5,467.56	\$	4,205.82	\$	2,944.07
	Palmetto	0.034855046131%	\$	6,804.53	\$	5,234.26	\$	3,663.98
	Palmetto	0.052869136132%	\$	10,309.48	\$	7,930.37	\$	5,551.26
Marion	Marion County	1.701176168960%	\$	774,035.16	\$	595,411.66	\$	416,788.16
	Bellevue	1.303728897837%	\$	254,227.13	\$	195,559.33	\$	136,891.53
	Dunnellon	0.009795952256%	\$	1,910.92	\$	1,469.94	\$	1,028.96
	McIntosh	0.018400790795%	\$	3,588.15	\$	2,760.12	\$	1,932.08
	Ocala	0.000145259844%	\$	28.33	\$	21.79	\$	15.25
	Reddick	0.36895404094%	\$	71,953.03	\$	55,349.18	\$	38,744.42
	Reddick	0.000107129135%	\$	20.89	\$	16.07	\$	11.25
Martin	Martin County	0.869487298116%	\$	395,616.72	\$	304,320.55	\$	213,024.39
	Jupiter Island	0.750762795758%	\$	146,398.75	\$	112,614.42	\$	78,830.09
	Ocean Breeze Park	0.020873839646%	\$	4,070.40	\$	3,131.08	\$	2,191.75
	Sewall's Point	0.008270732393%	\$	1,612.79	\$	1,240.61	\$	868.43
	Stuart	0.008356072551%	\$	1,629.43	\$	1,253.41	\$	877.39
	Stuart	0.081223857767%	\$	15,838.65	\$	12,183.58	\$	8,528.51
Miami-Dade	Miami-Dade County	5.232117984713%	\$	2,380,614.50	\$	1,831,241.92	\$	1,281,869.35
	Aventura	4.282797675552%	\$	835,145.55	\$	642,419.65	\$	449,693.76
	Bal Harbour	0.024619727855%	\$	4,800.85	\$	3,692.96	\$	2,585.07
	Bay Harbor Islands	0.010841086477%	\$	1,958.01	\$	1,506.16	\$	1,054.31
	Biscayne Park	0.004272455175%	\$	833.13	\$	640.87	\$	448.61
	Coral Gables	0.001134842535%	\$	221.29	\$	170.23	\$	119.16
	Cutter Bay	0.071780152111%	\$	13,997.13	\$	10,767.02	\$	7,536.92
	Doral	0.009414653668%	\$	1,835.86	\$	1,412.20	\$	988.54
	El Portal	0.013977685311%	\$	2,775.64	\$	2,096.64	\$	1,467.65
	Florida City	0.000924215760%	\$	180.22	\$	138.63	\$	97.04
	Golden Beach	0.003929278792%	\$	766.21	\$	589.39	\$	412.57
	Hialeah	0.002847092951%	\$	555.18	\$	427.06	\$	298.94
	Hialeah Gardens	0.098015895785%	\$	19,113.10	\$	14,702.38	\$	10,191.67
	Hialeah Gardens	0.005452691411%	\$	1,063.27	\$	817.90	\$	572.53
	Homeside	0.024935680469%	\$	4,862.46	\$	3,740.35	\$	2,618.25
	Indian Creek	0.002543863026%	\$	496.05	\$	381.58	\$	267.11
	Key Biscayne	0.013683477346%	\$	2,668.28	\$	2,052.52	\$	1,436.77
	Medley	0.008748274131%	\$	1,705.91	\$	1,312.24	\$	918.57
	Miami	0.292793005448%	\$	57,094.64	\$	43,918.95	\$	30,743.27
	Miami Beach	0.181409572478%	\$	35,374.87	\$	27,211.44	\$	19,048.01
	Miami Gardens	0.040683650932%	\$	7,933.31	\$	6,102.55	\$	4,271.78
	Miami Lakes	0.007836768608%	\$	1,528.17	\$	1,175.52	\$	822.86
	Miami Shores	0.006287395516%	\$	1,276.15	\$	943.19	\$	660.23
	Miami Springs	0.006169911893%	\$	1,203.13	\$	925.49	\$	647.84
	North Miami	0.005160355974%	\$	1,006.27	\$	774.05	\$	541.84
	North Miami Beach	0.030379280717%	\$	5,923.96	\$	4,556.89	\$	3,189.82
	North Miami Beach	0.030391900953%	\$	5,926.44	\$	4,558.80	\$	3,191.16
	Ona-locka	0.007847663096%	\$	1,530.29	\$	1,177.15	\$	824.00
	Palmetto Bay	0.007404620570%	\$	1,443.90	\$	1,110.69	\$	777.49
	Pinecrest	0.008296152866%	\$	1,617.75	\$	1,244.42	\$	871.10
	South Miami	0.007833137111%	\$	1,527.46	\$	1,174.97	\$	822.48
	Sunny Isles Beach	0.007693324511%	\$	1,500.20	\$	1,154.00	\$	807.80
	Surfside	0.004869836285%	\$	949.62	\$	730.48	\$	511.33
	Sweetwater	0.004116300842%	\$	807.68	\$	617.45	\$	432.21
	Virginia Gardens	0.001172973244%	\$	228.73	\$	175.95	\$	123.16
	West Miami	0.002654623657%	\$	517.65	\$	398.19	\$	278.74
Monroe	Monroe County	0.476388738585%	\$	216,756.88	\$	166,736.06	\$	116,715.24
	Blomradda	0.330124785469%	\$	64,374.33	\$	49,518.72	\$	34,663.10
	Key Colony Beach	0.022357305808%	\$	4,359.67	\$	3,353.60	\$	2,347.52
	Key West	0.004751812661%	\$	926.60	\$	712.77	\$	498.94
	Layton	0.088087385417%	\$	17,177.04	\$	13,213.11	\$	9,249.18
	Marathon	0.000150707089%	\$	29.39	\$	22.61	\$	15.82
	Marathon	0.030916742141%	\$	6,028.76	\$	4,637.51	\$	3,246.26
Nassau	Nassau County	0.476933463002%	\$	217,004.73	\$	166,926.71	\$	116,848.70
	Callahan	0.392706357951%	\$	76,577.74	\$	58,905.95	\$	41,234.17
	Fernandina Beach	0.000275152759%	\$	43.90	\$	33.77	\$	23.64
	Hilliard	0.083159445195%	\$	16,216.09	\$	12,473.92	\$	8,731.74
Okeechobee	Okeechobee County	0.819212865955%	\$	372,741.85	\$	286,724.50	\$	200,707.15
	Cinco Bayou	0.000842507098%	\$	164.29	\$	126.38	\$	88.46
	Crestview	0.612059617545%	\$	119,351.63	\$	91,808.94	\$	64,266.26
	Destin	0.00073562214%	\$	143.04	\$	110.03	\$	77.02
	Fort Walton Beach	0.070440130066%	\$	13,735.83	\$	10,566.02	\$	7,396.21
	Laurel Hill	0.014678507281%	\$	2,862.31	\$	2,201.78	\$	1,541.24
	Mary Esther	0.077837487644%	\$	15,178.31	\$	11,675.62	\$	8,172.94
	Niceville	0.000079892914%	\$	15.58	\$	11.98	\$	8.39
	Shalimar	0.009356549730%	\$	1,824.53	\$	1,403.48	\$	982.44
	Valparaiso	0.021745389713%	\$	4,240.35	\$	3,261.81	\$	2,283.27
	Valparaiso	0.001834826786%	\$	355.84	\$	273.72	\$	191.61
	Valparaiso	0.010456893052%	\$	2,039.09	\$	1,568.53	\$	1,097.97
Okeechobee	Okeechobee County	0.353495278692%	\$	160,840.35	\$	123,723.35	\$	86,606.34
	Okeechobee	0.314543851405%	\$	61,336.05	\$	47,181.58	\$	33,027.10
	Okeechobee	0.038951427287%	\$	7,595.53	\$	5,842.71	\$	4,089.90
Orange	Orange County	4.671078714546%	\$	2,125,317.84	\$	1,634,859.88	\$	1,144,401.91
	Orange County	3.063330386979%	\$	597,349.43	\$	459,499.56	\$	321,649.69

	Apopka		0.097215150892%	\$	18,956.95	\$	14,582.27	\$	10,207.59
	Bay Lake		0.02356594013%	\$	4,595.49	\$	3,534.99	\$	2,474.49
	Belle Isle		0.010798253686%	\$	2,105.66	\$	1,619.74	\$	1,133.82
	Edonville		0.008325204835%	\$	1,623.41	\$	1,248.78	\$	874.15
	Edgewood		0.009716067845%	\$	1,894.63	\$	1,457.41	\$	1,020.19
	Lake Buena Vista		0.010355211161%	\$	2,019.27	\$	1,553.28	\$	1,087.30
	Maitland		0.046728276209%	\$	9,112.01	\$	7,009.24	\$	4,906.47
	Oakland		0.005429086686%	\$	1,058.67	\$	814.36	\$	570.05
	Ocoee		0.066599827928%	\$	12,986.97	\$	9,989.97	\$	6,992.98
	Orlando		1.160348181999%	\$	226,248.45	\$	174,037.27	\$	121,826.09
	Windermere		0.007548064667%	\$	1,471.87	\$	1,132.21	\$	792.55
	Winter Garden		0.056264584996%	\$	10,971.59	\$	8,439.69	\$	5,907.78
	Winter Park		0.104930302159%	\$	20,456.09	\$	15,735.45	\$	11,014.82
Osceola		1.073452092940%		\$	488,420.70	\$	375,708.23	\$	261,995.76
	Osceola County		0.837248691390%	\$	163,763.49	\$	125,587.30	\$	87,911.11
	Kissimmee		0.162366006872%	\$	31,661.37	\$	24,354.90	\$	17,048.43
	St. Cloud		0.073837394678%	\$	14,398.29	\$	11,075.61	\$	7,752.93
Palm Beach		8.6015943372053%		\$	3,913,725.44	\$	3,010,558.03	\$	2,107,390.62
	Palm Beach County		5.552548475026%	\$	1,082,746.95	\$	831,882.27	\$	583,017.59
	Atlantis		0.018751210169%	\$	3,656.49	\$	2,812.68	\$	1,968.88
	Belle Glade		0.030828445945%	\$	4,061.55	\$	3,124.27	\$	2,186.99
	Boca Raton		0.472069073961%	\$	92,053.47	\$	70,810.36	\$	49,567.25
	Boynton Beach		0.306498271771%	\$	59,767.16	\$	45,974.74	\$	32,182.32
	Briny Breezes		0.003257452012%	\$	635.20	\$	488.67	\$	342.03
	Cloud Lake		0.000188837798%	\$	36.82	\$	28.33	\$	19.83
	Delray Beach		0.351846579457%	\$	68,610.08	\$	52,776.99	\$	36,945.89
	Glen Ridge		0.000052656694%	\$	10.27	\$	7.90	\$	5.53
	Golf		0.004283349663%	\$	835.25	\$	642.50	\$	449.75
	Greenacres		0.076414835657%	\$	14,902.84	\$	11,463.73	\$	8,024.61
	Gulf Stream		0.041867115127%	\$	2,080.97	\$	1,600.67	\$	1,120.47
	Haverhill		0.001804001589%	\$	211.38	\$	162.60	\$	113.82
	Highland Beach		0.037510768934%	\$	6,339.64	\$	4,876.65	\$	3,413.65
	Hypocissus		0.005153092982%	\$	1,004.85	\$	772.96	\$	541.07
	Juno Beach		0.016757538804%	\$	3,267.72	\$	2,513.63	\$	1,759.54
	Jupiter Island		0.125466374888%	\$	24,465.94	\$	18,819.96	\$	13,173.97
	Jupiter Inlet Colony		0.005276563849%	\$	1,028.93	\$	791.48	\$	554.04
	Lake Clarke Shores		0.007560774903%	\$	1,474.35	\$	1,134.12	\$	793.88
	Lake Park		0.029433275980%	\$	5,739.49	\$	4,414.90	\$	3,090.49
	Lake Worth		0.117146617298%	\$	22,843.59	\$	17,571.99	\$	12,300.39
	Lantana		0.002531153789%	\$	478.89	\$	367.07	\$	257.25
	Loxahatchee Groves		0.021632823233%	\$	4,218.40	\$	3,244.92	\$	2,271.45
	Manalapan		0.010696571795%	\$	2,085.83	\$	1,604.49	\$	1,123.14
	Mangonia Park		0.044349646256%	\$	8,648.18	\$	6,652.45	\$	4,656.71
	North Palm Beach		0.012786497807%	\$	2,493.37	\$	1,917.97	\$	1,342.58
	Ocean Ridge		0.004018250447%	\$	783.56	\$	602.74	\$	421.92
	Pahokee		0.185476848123%	\$	36,167.99	\$	27,821.53	\$	19,475.07
	Palm Beach Gardens		0.233675880257%	\$	45,566.80	\$	35,051.38	\$	24,535.97
	Palm Beach Shores		0.014135598612%	\$	2,756.44	\$	2,120.34	\$	1,484.24
	Palm Springs		0.380217642824%	\$	7,414.24	\$	5,703.26	\$	3,992.29
	Riviera Beach		0.163617057327%	\$	31,905.33	\$	24,542.56	\$	17,179.79
	Royal Palm Beach		0.049195743959%	\$	9,612.67	\$	7,394.36	\$	5,176.05
	South Bay		0.001830274040%	\$	356.90	\$	274.54	\$	192.18
	South Palm Beach		0.005866681967%	\$	1,144.00	\$	880.00	\$	616.00
	Tequesta		0.031893614595%	\$	6,219.25	\$	4,784.04	\$	3,348.83
	Wellington		0.050183644758%	\$	9,785.81	\$	7,527.55	\$	5,269.28
	West Palm Beach		0.549265602541%	\$	107,106.79	\$	82,389.84	\$	57,672.89
Pasco		4.692087260494%		\$	2,134,899.70	\$	1,642,130.54	\$	1,149,561.38
	Pasco County		4.319205239813%	\$	842,745.07	\$	647,880.79	\$	453,516.55
	Dade City		0.055819726723%	\$	10,884.85	\$	8,372.96	\$	5,861.07
	New Port Richey		0.149879107054%	\$	29,226.43	\$	22,481.87	\$	15,737.31
	Port Richey		0.049529574581%	\$	9,658.35	\$	7,429.50	\$	5,200.65
	San Antonio		0.002189792155%	\$	427.01	\$	328.47	\$	229.93
	St. Leo		0.002798047613%	\$	544.21	\$	418.62	\$	293.03
	Zephyrhills		0.112672614089%	\$	21,971.16	\$	16,900.89	\$	11,830.62
Pinellas		7.934889816777%		\$	3,610,374.87	\$	2,777,211.44	\$	1,944,048.01
	Pinellas County		4.546593184553%	\$	886,585.67	\$	681,988.98	\$	477,392.28
	Belleair		0.018095745121%	\$	3,528.67	\$	2,714.36	\$	1,900.05
	Belleair Beach		0.004261560866%	\$	831.00	\$	639.21	\$	447.46
	Belleair Bluffs		0.007502670965%	\$	1,463.02	\$	1,125.40	\$	787.78
	Belleair Shore		0.000439411029%	\$	85.69	\$	65.91	\$	46.14
	Clearwater		0.633863120196%	\$	123,603.31	\$	95,070.47	\$	66,555.63
	Dunedin		0.102440873796%	\$	19,975.97	\$	15,366.13	\$	10,756.29
	Gulfport		0.047893986460%	\$	9,339.33	\$	7,184.10	\$	5,028.87
	Indian Rocks Beach		0.008953453662%	\$	1,745.92	\$	1,343.02	\$	940.11
	Indian Shores		0.011323004874%	\$	2,207.99	\$	1,698.45	\$	1,188.92
	Kenneth City		0.017454786058%	\$	3,403.68	\$	2,618.22	\$	1,832.75
	Largo		0.374192990777%	\$	72,967.63	\$	56,128.95	\$	39,290.26
	Madeira Beach		0.022616957779%	\$	4,410.31	\$	3,392.54	\$	2,374.78
	North Redington Beach		0.003820333909%	\$	744.97	\$	571.05	\$	401.14
	Oldsmar		0.039421706033%	\$	7,687.23	\$	5,913.26	\$	4,139.28
	Pinellas Park		0.751666311991%	\$	49,074.93	\$	37,749.95	\$	26,424.96
	Redington Beach		0.003611523882%	\$	704.25	\$	541.73	\$	379.21
	Redington Shores		0.005451352841%	\$	1,258.01	\$	967.70	\$	677.39
	Safety Harbor		0.038061710740%	\$	7,422.03	\$	5,709.26	\$	3,996.48
	Seminole		0.095248695748%	\$	18,573.50	\$	14,287.30	\$	10,001.11
	South Pasadena		0.02986921656%	\$	5,843.94	\$	4,495.34	\$	3,146.74
	St. Pete Beach		0.071791046619%	\$	13,999.25	\$	10,768.66	\$	7,538.06
	St. Petersburg		1.456593090134%	\$	284,035.65	\$	218,488.96	\$	152,942.27
	Tarpon Springs		0.101970595050%	\$	19,884.27	\$	15,295.59	\$	10,706.91
	Treasure Island		0.040652783215%	\$	7,927.29	\$	6,097.92	\$	4,268.54
Polk		2.150483025298%		\$	978,469.78	\$	751,669.06	\$	526,868.31
	Polk County		1.558049828484%	\$	303,819.72	\$	233,707.47	\$	163,595.23
	Auburndale		0.028636162384%	\$	5,584.05	\$	4,295.42	\$	3,006.80
	Bartow		0.043971970660%	\$	8,574.53	\$	6,595.80	\$	4,617.06
	Davenport		0.005105615818%	\$	1,034.60	\$	795.84	\$	557.09
	Dundee		0.005597951255%	\$	1,091.60	\$	839.69	\$	587.78
	Eagle Lake		0.002580177987%	\$	503.13	\$	387.03	\$	270.92
	Fort Meade		0.007702403251%	\$	1,501.97	\$	1,155.36	\$	808.75
	Frostproof		0.005857603227%	\$	1,142.23	\$	878.64	\$	615.05
	Haines City		0.047984773863%	\$	9,357.03	\$	7,197.72	\$	5,038.40
	Highland Park		0.000635511822%	\$	12.39	\$	9.53	\$	6.67
	Hillcrest Heights		0.00005447244%	\$	1.06	\$	0.82	\$	0.57
	Lake Alfred		0.007489960729%	\$	1,460.54	\$	1,123.49	\$	786.45
	Lake Hamilton		0.003540231570%	\$	495.35	\$	381.03	\$	266.72
	Lakeland		0.294875668468%	\$	57,500.76	\$	44,231.35	\$	30,961.95
	Lake Wales		0.036293172134%	\$	7,077.17	\$	5,443.98	\$	3,810.78
	Mulberry		0.005414560702%	\$	1,055.84	\$	812.18	\$	568.53
	Polk City		0.001080370093%	\$	210.67	\$	162.06	\$	113.44
	Winter Haven		0.097033576087%	\$	18,921.55	\$	14,555.04	\$	10,188.53
Pulnam		0.384893194068%		\$	175,126.40	\$	134,712.62	\$	94,298.83
	Pulnam County		0.329225990182%	\$	64,199.07	\$	49,383.90	\$	34,568.73
	Crescent City		0.005561636294%	\$	1,084.52	\$	834.25	\$	583.97
	Interlachen		0.001877483489%	\$	366.11	\$	281.62	\$	197.14
	Palatka		0.046955244716%	\$	9,156.27	\$	7,043.29	\$	4,930.30
	Pomona Park		0.00379491344%	\$	74.00	\$	56.92	\$	39.85
	Wellaka		0.00089348043%	\$	174.20	\$	134.00	\$	93.80
Santa Rosa		0.701267319513%		\$	319,076.63	\$	245,443.56	\$	171,810.49
	Santa Rosa County		0.592523984216%	\$	115,542.18	\$	88,878.60	\$	62,215.02
	Gulf Breeze		0.061951507906%	\$	12,080.54	\$	9,292.73	\$	6,504.91
	Jay		0.000159785829%	\$	31.16	\$	23.97	\$	16.78

	Milton	0.046632041562%	\$	9,093.25	\$	6,994.81	\$	4,896.36	\$	
Sarasota		2.805013857579%			\$	1,276,294.96	\$	981,765.35	\$	687,235.75
	Sarasota County	1.924315763251%	\$	375,241.48	\$	288,647.29	\$	202,053.10	\$	
	Longboat Key	0.044489458856%	\$	8,675.44	\$	6,673.42	\$	4,671.39	\$	
	North Port	0.209611771277%	\$	40,874.30	\$	31,441.77	\$	22,009.24	\$	
	Sarasota	0.484279979635%	\$	94,434.60	\$	72,642.00	\$	50,849.40	\$	
	Venice	0.142347384560%	\$	27,757.74	\$	21,352.11	\$	14,946.48	\$	
Seminole		2.141148264544%			\$	974,222.46	\$	749,401.89	\$	524,581.32
	Seminole County	1.508694164839%	\$	294,195.36	\$	226,304.12	\$	158,412.89	\$	
	Altamonte Springs	0.080139556430%	\$	15,854.59	\$	12,195.83	\$	8,537.08	\$	
	Casselberry	0.080034542791%	\$	15,606.74	\$	12,005.18	\$	8,403.63	\$	
	Lake Mary	0.079767627827%	\$	15,554.69	\$	11,965.14	\$	8,375.60	\$	
	Longwood	0.061710013415%	\$	12,033.45	\$	9,256.50	\$	6,479.55	\$	
	Orlando	0.103130858057%	\$	20,110.52	\$	15,469.63	\$	10,828.74	\$	
	Sanford	0.164243490362%	\$	32,027.48	\$	24,636.52	\$	17,245.57	\$	
	Winter Springs	0.062162000824%	\$	12,141.09	\$	9,339.30	\$	6,537.51	\$	
St. Johns		0.710333349554%			\$	323,201.67	\$	248,616.67	\$	174,031.67
	St. Johns County	0.656134818131%	\$	127,985.29	\$	98,450.23	\$	68,915.16	\$	
	Hastings	0.000108944888%	\$	2.12	\$	1.61	\$	1.14	\$	
	Marineland	0.000000000000%	\$		\$		\$		\$	
	St. Augustine	0.046510386442%	\$	9,069.53	\$	6,976.56	\$	4,883.59	\$	
	St. Augustine Beach	0.007477250493%	\$	1,458.06	\$	1,121.59	\$	785.11	\$	
St. Lucie		1.506627843552%			\$	685,515.67	\$	527,319.75	\$	369,123.82
	St. Lucie County	0.956156584302%	\$	186,450.53	\$	143,423.49	\$	100,396.44	\$	
	Fort Pierce	0.159535255549%	\$	31,109.37	\$	23,930.29	\$	16,751.20	\$	
	Port St. Lucie	0.390803453989%	\$	76,206.67	\$	58,620.52	\$	41,034.36	\$	
	St. Lucie Village	0.000132549608%	\$	25.85	\$	19.88	\$	13.92	\$	
Sumter		0.376398870459%			\$	148,511.45	\$	114,239.60	\$	79,967.72
	Sumter County	0.302273026046%	\$	58,943.24	\$	45,340.95	\$	31,738.67	\$	
	Buttner	0.006607071749%	\$	1,288.46	\$	991.13	\$	693.79	\$	
	Center Hill	0.001127858444%	\$	255.99	\$	196.92	\$	137.84	\$	
	Coleman	0.000748088199%	\$	145.88	\$	112.21	\$	78.55	\$	
	Webster	0.001423546476%	\$	277.59	\$	213.53	\$	149.47	\$	
	Wildwood	0.014033916721%	\$	2,736.61	\$	2,105.09	\$	1,473.56	\$	
Suwannee		0.191014879692%			\$	86,911.77	\$	66,855.21	\$	46,798.65
	Suwannee County	0.161027800555%	\$	31,400.42	\$	24,154.17	\$	16,907.92	\$	
	Bradford	0.000929663004%	\$	181.28	\$	139.45	\$	97.61	\$	
	Live Oak	0.029057416132%	\$	5,666.20	\$	4,358.61	\$	3,051.03	\$	
Taylor		0.092181897282%			\$	41,942.76	\$	32,263.66	\$	22,584.56
	Taylor County	0.069969851319%	\$	13,644.12	\$	10,495.48	\$	7,346.83	\$	
	Perry	0.022212045963%	\$	4,331.35	\$	3,331.81	\$	2,332.26	\$	
Union		0.065156303224%			\$	29,646.12	\$	22,804.71	\$	15,963.29
	Union County	0.063629259109%	\$	12,407.71	\$	9,544.39	\$	6,681.07	\$	
	Lake Butler	0.001308126003%	\$	272.63	\$	209.72	\$	146.80	\$	
	Raiford	0.000012710236%	\$	2.48	\$	1.91	\$	1.33	\$	
	Worthington Springs	0.000116207876%	\$	22.66	\$	17.43	\$	12.20	\$	
Volusia		3.130329674480%			\$	1,424,300.00	\$	1,095,615.39	\$	766,930.77
	Volusia County	1.708575342287%	\$	333,172.19	\$	256,886.30	\$	179,400.41	\$	
	Daytona Beach	0.447556475212%	\$	87,273.51	\$	67,133.47	\$	46,993.43	\$	
	Daytona Beach Shores	0.039743093439%	\$	7,749.90	\$	5,961.46	\$	4,173.02	\$	
	DeBary	0.035283616215%	\$	6,880.31	\$	5,292.54	\$	3,704.78	\$	
	DeLand	0.098983689498%	\$	19,301.82	\$	14,847.55	\$	10,393.29	\$	
	Deltona	0.199329190038%	\$	38,869.19	\$	29,899.38	\$	20,929.56	\$	
	Edgewater	0.058042202343%	\$	11,318.23	\$	8,706.33	\$	6,094.43	\$	
	Flagler Beach	0.000223370111%	\$	43.55	\$	33.50	\$	23.45	\$	
	Holly Hill	0.031615805143%	\$	6,165.08	\$	4,742.37	\$	3,319.66	\$	
	Lake Helen	0.004918861482%	\$	959.18	\$	737.83	\$	516.48	\$	
	New Smyrna Beach	0.104065968306%	\$	20,292.86	\$	15,609.90	\$	10,926.93	\$	
	Oak Hill	0.004820811087%	\$	940.06	\$	723.12	\$	506.19	\$	
	Orange City	0.033562287058%	\$	6,544.65	\$	5,034.24	\$	3,524.04	\$	
	Ormond Beach	0.114644516477%	\$	22,355.68	\$	17,196.68	\$	12,037.67	\$	
	Pierson	0.002332362519%	\$	454.98	\$	349.99	\$	244.99	\$	
	Ponce Inlet	0.023813535748%	\$	4,643.64	\$	3,572.03	\$	2,500.42	\$	
	Port Orange	0.177596501562%	\$	34,631.32	\$	26,639.48	\$	18,647.63	\$	
	South Daytona	0.045221205323%	\$	8,818.14	\$	6,783.18	\$	4,748.23	\$	
Wakulla		0.115129321208%			\$	52,383.84	\$	40,295.26	\$	28,206.68
	Wakulla County	0.114953193647%	\$	22,415.87	\$	17,242.98	\$	12,070.09	\$	
	Sopchoppy	0.000107129135%	\$	20.89	\$	16.07	\$	11.25	\$	
	St. Marks	0.000068998426%	\$	13.45	\$	10.35	\$	7.24	\$	
Walton		0.26858216151%			\$	122,193.99	\$	93,995.38	\$	65,796.76
	Walton County	0.224268489581%	\$	43,732.36	\$	33,640.27	\$	23,548.19	\$	
	DeFuniak Springs	0.017053137234%	\$	3,326.14	\$	2,558.57	\$	1,791.00	\$	
	Freeport	0.003290135477%	\$	641.58	\$	493.52	\$	345.46	\$	
	Paxton	0.023942453860%	\$	4,668.78	\$	3,591.37	\$	2,513.96	\$	
Washington		0.120124444109%			\$	54,656.62	\$	42,043.56	\$	29,430.49
	Washington County	0.104908475404%	\$	20,457.15	\$	15,736.27	\$	11,015.39	\$	
	Caryville	0.001401757499%	\$	273.34	\$	210.26	\$	147.18	\$	
	Chipley	0.012550450560%	\$	2,447.34	\$	1,882.57	\$	1,317.80	\$	
	Ebro	0.000221521263%	\$	43.20	\$	33.23	\$	23.26	\$	
	Vernon	0.000361333863%	\$	70.46	\$	54.20	\$	37.94	\$	
	Wausau	0.000680995521%	\$	132.78	\$	102.14	\$	71.50	\$	
		100.00%	\$	19,500,000.00	\$	45,500,000.00	\$	15,000,000.00	\$	24,500,000.00

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

**THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL
IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT¹**

Issue	Description
1. APPLICABILITY OF AGREEMENT	These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the “ Chapter 11 Plan ”) in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, “ Purdue ”) pending in the U.S. Bankruptcy Court for the Southern District of New York (the “ Bankruptcy Court ”) between the states, territories and the District of Columbia (each a “ State ”) on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act (“ DDLA Claims ”) under State law (collectively, the “ Local Governments ”), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a “ Tribe ”) on the other.
2. PURPOSE	Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein. ²

¹ As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

² See, e.g., Hrg. Tr. at 149:22-150:5 (Oct. 11, 2019) (“I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it’s more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important.”); *id.* At 175:24-176:6 (“I also think, and again, I didn’t say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily.”); Hr’g Tr. At 165:3-165:14 (Nov. 19, 2019) (“I continue to believe that the states play a major role in [the allocation] process. The role I’m envisioning for them is not one where they say we get everything.

Issue	Description
	<p>This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the “Abatement Funds”) to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (Abatement Funds net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as “Public Funds”). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%) of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in <u>Schedule B</u> (the “Approved Opioid Abatement Uses”); (ii) priority shall be given to the core abatement strategies (“Core Strategies”) as identified on <u>Schedule A</u>; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of Public Funds for implementing those programs and in connection with the Government Participation Mechanism³ (“Allowed Administrative Expenses,” and together with the Approved Opioid Abatement Uses, “Approved Uses”).⁴ Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute Approved Opioid Abatement Uses may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.</p>
<p>3. GENERAL NOTES</p>	<p>The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this</p>

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state.”); Hr’g Tr. at 75:19-76:1 (Jan. 24, 2020) (“Even if there ultimately is an allocation here – and there’s not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors’ value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . .”).

³ Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

⁴ Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue’s chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

Issue	Description
	<p>approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims.</p> <ul style="list-style-type: none"> a. Resolution of States’ and Local Governments’ claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All Public Funds distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such Approved Uses. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
4. DISBURSEMENT OF FUNDS	<p>Disbursement of Abatement Funds</p> <p>The Bankruptcy Court shall appoint [a third-party administrator (“Administrator”)] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions.</p> <p>[Points to be addressed regarding disbursements:</p>

Issue	Description
	<ul style="list-style-type: none"> • Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
<p>5. ATTORNEYS' FEES AND COSTS FUND</p>	<p>A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.</p>
<p>6. TRIBAL ABATEMENT FUNDING</p>	<ol style="list-style-type: none"> [X%] of the Abatement Funds will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see Schedule B) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.⁵ The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as Schedule I. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

⁵ [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	<p>Public Funds are allocated among the States, the District of Columbia and Territories in the percentages set forth on Schedule C.</p> <p>Except as set forth below in section 7(C) for the District of Columbia and Territories, each State's Schedule C share shall then be allocated within the State in accordance with the following:</p> <ol style="list-style-type: none"> 1. Statewide Agreement. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan]⁶ (the "Agreement Date") to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a "Statewide Abatement Agreement" or "SAA"). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. <p>A Statewide Abatement Agreement shall be agreed when it has been approved by the State and either (a) representatives⁷ of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State's counties or parishes (or, in the case of States whose counties or parishes that do not function as Local Governments, 15% of or more of the State's incorporated cities or towns), by number.⁸</p>

⁶ Should there be provision for extension of the date for filing Statewide Abatement Agreement?

⁷ An authorized "representative" of local, or even State, government can differ in this Term Sheet depending on the context.

⁸ All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

Issue	Description
	<p>Population Percentages shall be determined as follows:</p> <p>For States with counties or parishes that function as Local Governments,⁹ the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,¹⁰ divided by (b) 200% of the State's population. A "Primary Incorporated Municipality" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.</p> <p>The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.</p> <p>A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.</p> <p>2. Default Allocation Mechanism (excluding Territories and DC addressed below). The Public Funds allocable to a State that is not party to a Statewide Abatement Agreement as defined in 7(1) above (each a "Non-SAA State") shall be allocated as between the State and its Local Governments to be</p>

⁹ The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

¹⁰ Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	<p>used only for Approved Uses, in accordance with this Section (B) (the “Default Allocation Mechanism”).</p> <p>a. Regions. Except as provided in the final sentence of this paragraph, each Non-SAA State shall be divided into “Regions” as follows: (a) each Qualifying Block Grantee (as defined below) shall constitute a Region; and (b) the balance of the State shall be divided into Regions (such Regions to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-Qualifying Block Grantee Regions are referred to herein as “Standard Regions”). The Non-SAA States which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish Regions;¹¹ such a State that does not establish Regions but which does contain one or more Qualifying Block Grantees shall be deemed to consist of one Region for each Qualifying Block Grantee and one Standard Region for the balance of the State.</p> <p>b. Regional Apportionment. Public Funds shall be allocated to each Non-SAA State, as defined in 7(1) above, as (a) a Regional Apportionment or (b) a Non-Regional Apportionment based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows:</p> <ul style="list-style-type: none"> i. First \$1 billion – 70% Regional Apportionment/30% Non-Regional Apportionment ii. \$1-\$2.5 billion – 64% Regional Apportionment /36% Non-Regional Apportionment iii. \$2.5-\$3.5 billion – 60% Regional Apportionment /40% Non-Regional Apportionment iv. Above \$3.5 billion – 50% Regional Apportionment /50% Non-Regional Apportionment

¹¹ To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai’i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

Issue	Description
	<p>c. Qualifying Block Grantee. A “Qualifying Local Government” means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (e.g., health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.¹² A Qualifying Local Government that elects to receive Public Funds through Local Government Block Grants is referred to herein as a Qualifying Block Grantee.¹³</p> <p>d. Proportionate Shares of Regional Apportionment. As used herein, the “Proportionate Share” of each Region in each Non-SAA State shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such Region under the allocation model employed in connection with the Purdue Bankruptcy (the “Allocation Model”),¹⁴ divided by the aggregate shares for all counties or parishes in the State under the Allocation Model; and (b) for all other States, the aggregate shares of the cities and towns in that Region under the Allocation Model’s intra-county allocation formula, divided by the aggregate shares for all cities and towns¹⁵ in the State under the Allocation Model.</p> <p>e. Expenditure or Disbursement of Regional Apportionment. Subject to 7(2)(i) below regarding Allowed Administrative Expenses, all Regional Apportionments shall be disbursed or expended in the form of Local Government Block Grants or otherwise for Approved Opioids Abatement Uses in the Standard Regions of each Non-SAA State.</p>

¹² As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

¹³ [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

¹⁴ Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

¹⁵ Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	<p>f. Qualifying Block Grantees. Each Qualifying Block Grantee shall receive its Regional Apportionment as a block grant (a “Local Government Block Grant”).</p> <p>Local Government Block Grants shall be used only for Approved Opioid Abatement Uses by the Qualifying Block Grantee or for grants to organizations within its jurisdiction for Approved Opioid Abatement Uses and for Allowed Administrative Expenses in accordance with 7(2)(i) below. Where a municipality located wholly within a Qualifying Block Grantee would independently qualify as a block grant recipient (“Independently Qualifying Municipality”), the Qualifying Block Grantee and Independently Qualifying Municipality must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the Independently Qualifying Municipality and the Qualifying Block Grantee cannot reach such an agreement on or before the Agreement Date [or some later specified date], the Qualifying Block Grantee will receive the Local Government Block Grant for its full Proportionate Share and commit programming expenditures to the benefit of the Independently Qualifying Municipality in general proportion to Proportionate Shares (determined as provided in 7(2)(d) above) of the municipalities within the Qualifying Block Grantee. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program.</p> <p>g. Standard Regions. The portions of each Regional Apportionment not disbursed in the form of Local Government Block Grants shall be expended throughout the Standard Regions of each Non-SAA State in accordance with 95%-105% of the respective Proportionate Shares of such Standard Regions. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the Government Participation Mechanism described in Section 8 below. This regional spending requirement may be met by delivering Approved Opioid Abatement Use services or programs to a Standard Region or its residents. Delivery of such services or programs can be</p>

Issue	Description
	<p>accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following:</p> <ul style="list-style-type: none"> i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. <p>h. Expenditure or Disbursement of Public Funds Other Than Regional Apportionment. All Public Funds allocable to a Non-SAA State that are not included in the State's Regional Apportionment shall be expended only on Approved Uses. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. Qualifying Block Grantees will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other Regions.</p> <p>i. Allowed Administrative Expenses. Qualifying Block Grantees States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund Local Government Block Grants, for Allowed Administrative Expenses. Qualifying Block Grantees may use up to 5% of their Local Government Block Grants to fund their Allowed Administrative Expenses.</p> <p>3. Records. The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.¹⁶ Qualifying Block Grantees shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.</p>

¹⁶ Additional records and reporting requirements?

Issue	Description
	<p>(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory's or District of Columbia's executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].¹⁷</p>
<p>8. GOVERNMENT PARTICIPATION MECHANISM</p>	<p>In each Non-SAA State, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the “Government Participation Mechanism” or “GPM”) in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed.</p> <p>Government Participation Mechanisms shall conform to the following:</p> <p>(A) Composition. For each State,</p> <ul style="list-style-type: none"> a. the State, on the one hand, and State's Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State's Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States' executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State's Local Governments.¹⁸ <p>Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related</p>

¹⁷ Territory and DC provisions to be discussed

¹⁸ Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

Issue	Description
	<p>topics as is necessary to assure the effective functioning of the GPM.</p> <p>(B) Consensus. Members of the GPMs should attempt to reach consensus with respect to GPM Recommendations and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. GPM Recommendations and other action shall note the existence and summarize the substance of objections where requested by the objector(s).</p> <p>(C) Proceedings. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State's open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws.</p> <p>(D) Consultation and Discretion. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.¹⁹</p> <p>(E) Recommendations. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose ("GPM Recommendations"). In carrying out its obligations to provide GPM Recommendations, a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State's opioid epidemic, which recommendations may be Statewide or specific to Regions; recommend Statewide or Regional funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for</p>

¹⁹ Address form of consultation with non-GPM members, public hearings, etc.

Issue	Description
	<p>Approved Opioid Abatement Uses; monitor the level of Allowed Administrative Expenses expended from Public Funds.</p> <p>The goal is for a process that produces GPM Recommendations that are recognized as being an efficient, evidence-based approach to abatement that addresses the State's greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the Public Funds. To the extent a State chooses not to follow a GPM Recommendation, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond.</p> <p>(F) Review. Local Governments and States may object to an allocation or expenditure of Public Funds (whether a Regional Apportionment or Non-Regional Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of Regional Apportionments and Non-Regional Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of Local Government Block Grants or Regional Apportionment expenditures; (iii) is not for an Approved Use, or (iv) violates the limitations set forth herein with respect to Allowed Administrative Fees. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State ("State Court") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an "Objection"). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.</p>
8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY	<p>At least annually, each State shall publish on the lead State Agency's website or on its Attorney General's website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the</p>

Issue	Description
	<p>amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees.</p> <p>At least annually, each Qualifying Block Grantee which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of Local Government Block Grants received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations.</p> <p>As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that Public Funds are only being used for Approved Uses, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such Public Funds with respect to opioids abatement can be publicly monitored and evaluated.</p> <p>The expenditure and disbursement of Public Funds shall be subject to audit by States as follows: [details of audit scope, process, output, etc.]</p> <p>(a) A court with jurisdiction within the applicable State ("State Court") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction.</p>

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

A. Naloxone/Narcan

1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
2. Increase distribution to non-Medicaid eligible or uninsured individuals.

B. Medication Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses²⁰

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

²⁰ [NTD: Discuss expanded list of Approved Uses to be included. Discuss “self-executing” function based on additional information received from NCSG.]

OD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

- a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
- b. Research non-opioid treatment of chronic pain.
- c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
- d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

- e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
- f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
- g. Research on expanded modalities such as prescription methadone that can expand access to MAT.
- h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
- i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
- j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Schedule C
State Allocation Percentages

[TO BE INSERTED]

63779069 v1



Title - TR13650 - Metro Express Cumulative Expenditure

A Resolution of the City Commission of the City of Tamarac, Florida, approving various Task Authorizations with Metro Express Inc.; authorizing a cumulative expenditure for said purpose in an amount not to exceed \$71,492.50; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR 13650 Memo	6/30/2021	Cover Memo
TR 13650 RESO	6/30/2021	Resolution
EXHIBIT 1	6/30/2021	Exhibit
EXHIBIT 2	6/30/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Michael C. Cernech, City Manager
Thru: Jack Strain, Public Services Director 
From: Troy Gies, Budget and Contracts Manager
Date: June 29, 2021
Re: Temp. Reso. #13650 – Installation of new cart path at Colony West – July 14, 2021, Commission Meeting Agenda

Recommendation

The Director of Public Services recommends that the City Commission authorize expenditures in excess of \$65,000.00 in aggregate for unit priced concrete sidewalk and curbing work throughout the City; and that this item be placed on the July 14, 2021 Commission Agenda.

Issue

Authorization of an expenditure in excess of \$65,000.00 for various Purchase Orders for concrete work by Metro Express, Inc.

Background

The City of Tamarac is under a continuing contract for sidewalk removal and replacement upon consideration, Public Services Staff have selected Metro Express, Inc. for two (2) separate, unrelated projects as they are the firm which possesses the required expertise, experience, knowledge and resources for the projects outlined below (see Temporary Resolution Number 13650 for detailed copies of the respective Purchase Orders).

Administratively Approved / Proposed Projects

Project / PO	Description	Note	Cost
PO #240245	Citywide Sidewalk Repair	Administratively Approved	\$50,000.00
TBA	Colony West Cart Path	Proposed Project	\$21,492.50
Aggregate Total for Metro Express			\$71,492.50

Purchase Order Number 240245, per City Ordinance and Procurement Policy, did not have, nor did it require prior City Commission approval, as it had a total of \$49,947.28, which was not required as it was below the threshold for required City Commission approval. However, due to the proposed cost of the Colony West 18th Hole Cart Path and PO # 240245 for 2021 Citywide Sidewalk repairs; the cumulative cost for the two (2) proposed Purchase Orders will be \$71,439.78; and therefore, require City Commission approval, the Public Services Director recommends such approval.

Fiscal Impact

The cumulative cost of the tasks detailed above is:

Project / PO	Description	Note	Cost
PO #240245	Citywide Sidewalk Repair	Administratively Approved	\$50,000.00
TBA	Colony West Cart Path	Proposed Project	\$21,492.50
Aggregate Total for Metro Express			\$71,492.50

Authorized expenditures will come from the appropriate Operating and Capital Project Accounts.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2021_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING VARIOUS TASK AUTHORIZATIONS WITH METRO EXPRESS INC.; AUTHORIZING A CUMULATIVE EXPENDITURE FOR SAID PURPOSE IN AN AMOUNT NOT TO EXCEED \$71,492.50; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac issued Blanket Purchase Order 24025 in the amount of \$50,000.00 for annual sidewalk removal and replacement on a unit priced basis utilizing Southeast Florida Governmental Purchasing Co-op Contract Number ITB 15-16-039(A); and

WHEREAS, Upon Consideration, Public Services Staff have selected Metro Express, Inc. for unrelated work as they are the firm which possesses the required expertise, experience, knowledge and resources for the project outlined below; and

WHEREAS, per City Ordinance and Procurement Policy, the City Manager previously approved PO# 240245, for \$50,000.00, which is hereto attached as "Exhibit 1"; and

WHEREAS, the additional proposed Purchase Order for the installation of a concrete cart path at Colony West 18th hole, is in the amount of \$21,492.50 in Fiscal Year 2021, copies of Metro Express Inc.'s proposal is hereto attached as "Exhibit 2"; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Financial Services and the Purchasing and Contracts Manager to authorize the above listed two (2) Purchase Orders and to approve a cumulative total expenditure

not to exceed \$71,492.50 for the two (2) Purchase Orders hereto attached as Exhibits 1 and 2, and are incorporated herein and made a specific part of this Resolution; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept and execute the said two (2) Purchase Orders and to authorize a cumulative expenditure not to exceed \$71,492.50 for said purposes.

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 attached hereto are incorporated herein and made a specific part hereof.

SECTION 2: The City Commission HEREBY approves the following five (5) Task Authorizations attached hereto and incorporated herein and made a specific part of this Resolution.

SECTION 3: A cumulative expenditure in an amount not to exceed \$71,492.50 for said purposes is hereby approved.

SECTION 4: 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 5: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

“The remainder of this page is left blank intentionally”

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

Michelle J. Gomez
MAYOR

ATTEST:

Jennifer Johnson, CMC
CITY CLERK

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

John R. Herin Jr.
CITY ATTORNEY

Prepared 6/30/21,13:07:33
Program HTDFTAL
User ID TROYG

Purchase Order Inquiry (PIN310I01)
Screen detail for Program: PI PIN310I
PO number 240245

Page 1

Purchase Order #: 240245Purchase Order #: 240245

P.O. Date: 10/15/2020
Change Number:
Change Date: 10/15/2020
Type: B BLANKET ORDER
Status: 3 AWAITING RECEIPT
Vendor number: 8323
Vendor name: METRO EXPRESS, INC.

Purchase Order ActivityPurchase Order Activity

Ordered: 50000.00
Invoiced: 49947.28
Liquidated: 49947.28
Balance: 52.72

Last Received: 3/18/2021
Last Invoiced: 3/18/2021

Shipping InformationShipping Information

Ship to: PW PUBLIC WORKS
Ship via: DELIVER
Deliver By: 9/30/2021
F.O.B.: DESTINATION
Freight:
Contract number:
Confirm By:

Accounting InformationAccounting Information

Invoice To: FN FINANCE DEPARTMENT
Freight amount:
Adjustment amount:
Sales tax:
Sales tax 2:
Additional tax:
Retainage:

Payment TermsPayment Terms

Days disc due:
Days net: 30

Payment discount:
Order discount:

Misc InformationMisc Information

Requisition date: 3/18/2021

Requisition by: MICHAELM

Account number: 00150205414616

Buyer: RK KAPLAN, RHONDA

User ID: ORLANDOT

Prepared 6/30/21,13:07:33

Program HTDFTAL

User ID TROYG

Purchase Order Inquiry (PIN310I01)

Screen detail for Program: PI PIN310I

PO number 240245

Page 2

(Continued)

Date posted: 10/15/2020



Title - TR13651 - Amending the List of Charitable Entities

A Resolution of the City Commission of the City of Tamarac, Florida, amending Resolution R-2021-054, by specifically adding to the List of Charitable Entities with whom the City of Tamarac recognizes a formally approved relationship; providing for an amended Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time, for the expressed purpose of compliance with Section 1-19(C)(5)(A)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR13651 - Amending the list of approved charities memo	7/7/2021	Cover Memo
TR13651 - Amending the list of approved charities reso	7/7/2021	Resolution
Exhibit A: Charitable entities list	7/7/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATION DIVISION

To: Michael C. Cernech, City Manager
From: Christine Cajuste, Director of Financial Services
Date: July 2, 2021
Re: Temporary Resolution # 13651 Amending Charitable Entities

Recommendation:

I recommend that TR#13651 amending the list of charitable entities with which the City of Tamarac recognizes a sponsorship or co-sponsorship relationship be placed on the July 14, 2021 consent agenda for approval by the City Commission.

Issue:

Staff has received a request by the elected officials to amend the list of charitable entities that is recognized as having a sponsorship or co-sponsorship relationship by the City of Tamarac.

Background:

The City of Tamarac has a rich history of sponsoring charitable organizations within the community. On October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the "Code of Ethics"), which implemented a Code of Ethics for elected municipal officials.

The Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations. Specifically, Section 1-19(C)(5)(A)(4) of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are sponsored by the elected official's municipality.

So, on May 9, 2012, the City Commission approved Resolution No. R-2012-61 adopting a list of entities with which the City has sponsorship relationships.

On November 14, 2012, Resolution R-2012-61 was subsequently amended by R-2012-125 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2012-125 was subsequently amended by Resolution No. R-2016-10 on January 13, 2016 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2016-10 was subsequently amended by Resolution No. R-2017-02 on January 11, 2017 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2016-02 was subsequently amended by Resolution No. R-2017-91 on August 23, 2017 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2017-91 was subsequently amended by Resolution No. R-2018-08 on January 11, 2018 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2018-08 was subsequently amended by Resolution No. R-2018-30 on March 28, 2018 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2018-30 was subsequently amended by Resolution No. R-2019-15 on January 23, 2019 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2019-15 was subsequently amended by Resolution No. R-2019-41 on May 22, 2019 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2019-41 was subsequently amended by Resolution No. R-2019-90 on September 1, 2020 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2019-90 was subsequently amended by Resolution No. R-2020-81 on September 9, 2020 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2020-81 was subsequently amended by Resolution No. R-2020-130 on December 9, 2020 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

Resolution No. R-2020-130 was subsequently amended by Resolution No. R-2021-054 on May 12, 2021 by adding to the list of charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

The City Commission has reviewed the existing list of charitable entities approved as part of Resolution No. R-2021-054 and there has been a request to add to the list of charitable entities as follows:

Additions:

- Family & Friends Connection, Inc.

Updated list of Charitable Organizations is also attached as Exhibit A.

City staff has verified that Family & Friends Connection, Inc., is a 501(c)(3) Charitable Organization and has attached information from irs.gov regarding same. See Exhibit B.

Fiscal Impact:

The City Budgets an amount for total Charitable contributions each year. There is no additional fiscal impact to the city from this resolution.

AMENDED EXHIBIT A

ORGANIZATION	ORGANIZATION
100 Black Men of SW Florida	House of Hope
Aging & Disability Resource	Humane Society of Broward County
Alzheimer's Association	Junior Achievement South Florida
American Cancer Society	Kids in Distress
American Red Cross	Kids Voting Broward
ARC Broward	Kiwanis Tamarac Foundation, Inc.
Art Serve	Lakes Alzheimer's Foundation
Bahati Foundation	LCpl Janos V. Lutz Live to Tell Foundation, Inc.
Bit by Bit, Inc.	Level Up Cycling Movement, Inc.
Broward Coalition-Homeless	Lighthouse of Broward
Broward Education Foundation	Mental Health Association of Broward
Broward Health (Gold Coast Hospice)	National Association of the Bahamas, Inc.
Broward Homebound Program	Nine Muses Art Center of Broward County
Broward League of Cities	No More Tears, Inc.
Broward Outreach Center	St. Jude's Children's Hospital
Broward Veterans Coalition, Inc.	Social Services - City of Tamarac
Dellenbach Foundation	Susan G. Komen for the Cure
Discover the Beauty	Tamarac Bulldogs
Family Central	Tamarac Challenger Baseball
<u>Family and Friends Connection, Inc.</u>	Tamarac Chamber of Commerce
Father's MIA, Inc.	Tamarac Cougars
Feeding South Florida	Tamarac Historical Society
First Call for Help	Tamarac Parks & Rec Foundation
Florida Initiative for Suicide Prevention, Inc.	United Mgd. Care, Alzheimer's Supp Group, Inc.
Florida Special Arts Center	United Way
Gilda's Club	Urban League of Broward County
HANDY, Inc.	Women In Distress of Broward County
Healing Ars Institute of South FL Inc.	Wounded Warriors
Honor Flight South Florida, Inc.	

Coding:

Words in strike-through type are deletions from existing law

;Words in underscored type are additions



HELP ⓘ

MENU ☰

[Home](#) > [Tax Exempt Organization Search](#) > [Family And Friends Connection Inc.](#)[< Back to Search Results](#)

Family And Friends Connection Inc.

EIN: 20-5055109 | Miramar, FL, United States

> Other Names

FAMILY & FRIENDS CONNECTION INC
FAMILY AND FRIENDS CONNECTION INC

Determination Letter ⓘ

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

> Final Letters

- [FinalLetter_20-5055109_FAMILY&FRIENDSCONNECTIONINC_03202012_01.tif](#)

Publication 78 Data ⓘ

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes**Deductibility Code:** PC<https://apps.irs.gov/app/eos/detailsPage?ein=205055109&name=Family%20and%20Friends...> 7/6/2021

Auto-Revocation List ⓘ

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years. Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.

➤ **Posted Date:** 06-09-2011

Exemption Type: 501(c)(3)

Exemption Reinstatement Date: 05-15-2010

Revocation Date: 05-15-2010

Revocation Posting Date: 06-09-2011

Copies of Returns (990, 990-EZ, 990-PF, 990-T) ⓘ

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

➤ **Tax Year 2019 Form 990EZ**

➤ **Tax Year 2018 Form 990EZ**

➤ **Tax Year 2017 Form 990EZ**

➤ **Tax Year 2016 Form 990EZ**

Page Last Reviewed or Updated: 20-November-2020

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🖨 **Print**

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021- _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING RESOLUTION R-2021-054, BY SPECIFICALLY ADDING TO THE LIST OF CHARITABLE ENTITIES WITH WHOM THE CITY OF TAMARAC RECOGNIZES A FORMALLY APPROVED RELATIONSHIP; PROVIDING FOR AN AMENDED EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN, AS MAY BE AMENDED FROM TIME TO TIME, FOR THE EXPRESSED PURPOSE OF COMPLIANCE WITH SECTION 1-19(C)(5)(A)(4) OF THE BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the “Code of Ethics”), which implemented a Code of Ethics for elected municipal officials; and

WHEREAS, the Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations; and

WHEREAS, Section 1-19(C)(5)(A)(4) of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are formally approved by elected official’s municipality; and

WHEREAS, on May 9, 2012, the City Commission approved Resolution No. R-2012-61 adopting a list of entities with which the City has formally approved relationships; and

WHEREAS, on November 14, 2012, the City Commission approved Resolution No. R-2012-125 amending Resolution R-2012-61 by adding to the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on January 13, 2016, the City Commission approved Resolution No. R-2016-10 amending Resolution R-2012-61 by adding and deleting from the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on January 11, 2017, the City Commission approved Resolution No. R-2017-02 amending Resolution R-2017-10 by adding and deleting from the list of charitable entities with who the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on August 23, 2017, the City Commission approved Resolution No. R-2017-91 amending Resolution R-2017-02 by adding and deleting from the list of charitable entities with who the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on January 11, 2018, the City Commission approved Resolution No. R-2018-08 amending Resolution R-2017-91 by adding to the list of charitable entities with who the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on March 28, 2018, the City Commission approved Resolution No. R-2018-30 amending Resolution R-2018-08 by adding to the list of charitable entities with who the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on January 23, 2019, the City Commission approved Resolution No. R-2019-15 amending Resolution R-2018-30 by adding to the list of charitable entities with who the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on May 22, 2019, the City Commission approved Resolution No. R-2019-41 amending Resolution R-2019-15 by adding to the list of charitable entities with who the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on September 11, 2019, the City Commission approved Resolution No. R-2019-90 amending Resolution R-2019-41 by adding to the list of charitable entities with who the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on September 9, 2020, the City Commission approved Resolution No. R-2020-81 amending Resolution R-2019-41 by adding to the list of charitable entities with who the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on December 9, 2020, the City Commission approved Resolution No. R-2020-130 amending Resolution R-2020-81 by adding to the list of charitable entities with who the City of Tamarac recognizes a formally approved relationship; and

WHEREAS, on May 12, 2021, the City Commission approved Resolution No. R-2021-054 amending Resolution R-2020-130 by adding to the list of charitable entities with who the City of Tamarac recognized a formally approved relationship; and

WHEREAS, the City of Tamarac has a rich history of formally approving charitable organizations within the community and seeks to amend the previously adopted list of entities with which the City of Tamarac has a formally approved relationship with to include those entities listed in Amended Exhibit “A”, attached hereto and incorporated herein, as may be amended from time to time, to ensure compliance with the Code of Ethics; and

WHEREAS, the City Commission finds that the formally approved charities and events organized by and promoted by those entities listed on Amended Exhibit “A” is in the best interest of the health, safety, and welfare of the residents and citizens of the City of Tamarac; and

WHEREAS, the City Commission deems it beneficial to amend Resolution No. R-2021-054 to include the entities listed in Amended Exhibit “A”.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part hereof.

Section 2. The City Commission of the City of Tamarac, Florida, hereby amends Resolution No. R-2021-054 to hereby amend the City of Tamarac's list of entities with which it has a formally approved relationship to include those entities listed in Amended Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time, for the expressed purpose of ensuring compliance with Section 1-19(C)(5)(A)(4) of the Code of Ethics for elected municipal officials.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage
and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON, CMC, CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ

DIST 1: COMM BOLTON

DIST 2: COMM. GELIN

DIST 3: V/M VILLALOBOS

DIST 4: COMM. PLACKO

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

JOHN R. HERIN, JR., CITY ATTORNEY

AMENDED EXHIBIT A

ORGANIZATION
100 Black Men of SW Florida
Aging & Disability Resource
Alzheimer's Association
American Cancer Society
American Red Cross
ARC Broward
Art Serve
Bahati Foundation
Bit by Bit, Inc.
Broward Coalition-Homeless
Broward Education Foundation
Broward Health (Gold Coast Hospice)
Broward Homebound Program
Broward League of Cities
Broward Outreach Center
Broward Veterans Coalition, Inc.
Dellenbach Foundation
Discover the Beauty
Family Central
<u>Family and Friends Connection, Inc.</u>
Father's MIA, Inc.
Feeding South Florida
First Call for Help
Florida Initiative for Suicide Prevention, Inc.
Florida Special Arts Center
Gilda's Club
HANDY, Inc.
Healing Ars Institute of South FL Inc.
Honor Flight South Florida, Inc.

ORGANIZATION
House of Hope
Humane Society of Broward County
Junior Achievement South Florida
Kids in Distress
Kids Voting Broward
Kiwanis Tamarac Foundation, Inc.
Lakes Alzheimer's Foundation
LCpl Janos V. Lutz Live to Tell Foundation, Inc.
Level Up Cycling Movement, Inc.
Lighthouse of Broward
Mental Health Association of Broward
National Association of the Bahamas, Inc.
Nine Muses Art Center of Broward County
No More Tears, Inc.
St. Jude's Children's Hospital
Social Services - City of Tamarac
Susan G. Komen for the Cure
Tamarac Bulldogs
Tamarac Challenger Baseball
Tamarac Chamber of Commerce
Tamarac Cougars
Tamarac Historical Society
Tamarac Parks & Rec Foundation
United Mgd. Care, Alzheimer's Supp Group, Inc.
United Way
Urban League of Broward County
Women In Distress of Broward County
Wounded Warriors

Coding:

Words in strike-through type are deletions from existing law

;Words in underscored type are additions



Title - Presentation - Solid Waste Working Group (SWWG)

Presentation by SWWG Chair, Cooper City Mayor, Greg Ross, and SWWG Vice Chair, Broward County Commissioner Beam Furr

Commission District(s):
Citywide

ATTACHMENTS:

Description	Upload Date	Type
Presentation from the SWWG	7/8/2021	Backup Material



The Timeline

History

- ▶ 2013: End of Long-Term Disposal Agreements, Municipalities Enter Into New Contracts
- ▶ Summer 2014: Incineration Capacity Drops After RRB Ends
- ▶ April 2015: RRB Settlement Allocates Assets and Liabilities
- ▶ May 2015: Waste Management Closes North Incinerator
- ▶ June 2016: Alpha 250 Sale Paused In Favor of Study
- ▶ June 2017: Arcadis Selected To Conduct Solid Waste Study
- ▶ December 2018: Arcadis Releases Final Report and Finding
- ▶ Summer 2019: County and Cities Agree on Memorandum of Understanding
- ▶ November 2019: Solid Waste Working Group Formed

Exhibit A
Milestone Schedule

Milestone Description	Milestone Dates
County Approval of the MOU	June 11, 2019
Participating Municipality Approval of the MOU	September 30, 2019
Designation of Working Group	November 15, 2019
Designation of Technical Group	December 15, 2019
Retention of consultants and/or any required legal counsel	December 15, 2019
Determination as to form of governance for the regional solid waste management system (e.g., interlocal agreement, special district*)	April 20, 2020
*Finalization of the necessary creation documents (which would permit timely submission to the Florida Legislature if an independent special district is to be pursued)	September 30, 2020

Memorandum of Understanding

RENEWALS

- First Renewal Term started = 7/3/18
- Second Renewal Term would start = 7/3/23
- Final Renewal Term would start = 7/3/28



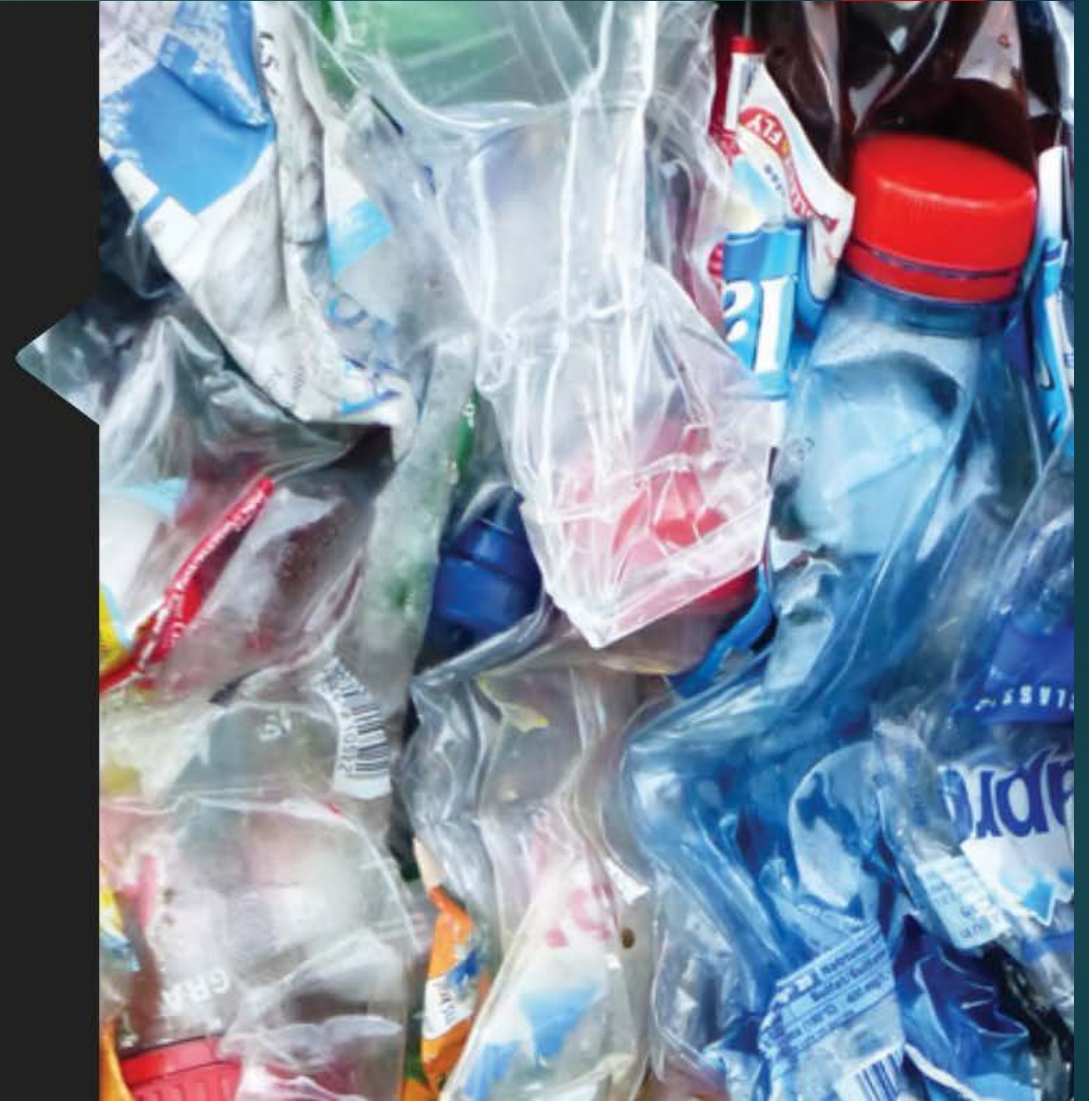
SECOND RENEWAL

- Deadline to Renew = 1/15/22
- All Contracted Processable Waste would be required to be delivered to South Waste-to-Energy Plant
- Two Preconditions on Renewal



SECOND RENEWAL PRECONDITIONS

- 425,000 tons of Contracted Processable Waste delivered each year of current contract term ✓
- Binding commitment from local governments whose residents and businesses have generated **at least 500,000 tons of waste/year** to deliver all Contracted Processable Waste to South Waste-to-Energy Plant
 - Commitment may be by ILA or direct contract
 - The 500,000 tons based on tonnage provided to WES during last contract year
 - For governments not currently participating, it will be based on an affidavit





The Need

Table 5A
Final Disposition of Municipal Solid Waste (2013)
 Excludes recycling credits for renewable energy and yard trash beneficially using landfill gas.
 By Descending Population

County	Population¹	Total MSW Collected Tons	Municipal Solid Waste								
			Recycled					Landfilled		Combusted	
			Certified Tons	Non-Certified Tons	Total Tons	Unadjusted Recycling Rate	Adjusted Recycling Rate	Tons	%	Tons	%
Miami-Dade	2,582,375	3,476,874	561,492	462,299	1,023,791	29%	29%	1,519,699	44%	933,384	27%
Broward	1,784,715	3,285,645	1,336,669	161,125	1,497,794	46%	46%	1,235,030	38%	552,821	17%
Palm Beach	1,345,652	2,496,469	809,352	153,782	963,134	39%	39%	831,854	33%	701,481	28%
Hillsborough	1,276,410	1,803,829	577,740	197,226	774,966	43%	43%	324,042	18%	704,821	39%

2019

Final Disposition of Municipal Solid Waste
 Excludes recycling credits for renewable energy and yard trash beneficially using landfill gas.
 By Descending Population

County	Population ¹	Total MSW Collected Tons	Certified MSW Tons Recycled	Non-Certified MSW Tons Recycled	Total MSW Tons Recycled	Unadjusted Recycling Rate	Adjusted Recycling Rate	MSW Tons Landfilled	%	MSW Tons Combusted	%
Miami-Dade	2,812,130	4,264,169	562,271	172,066	734,337	17%	17%	3,048,221	71%	481,611	11%
Broward	1,919,644	3,905,355	599,399	610,545	1,209,944	31%	31%	2,134,756	55%	560,655	14%
Palm Beach	1,447,857	3,433,090	478,960	1,058,603	1,537,563	45%	45%	832,808	24%	1,062,719	31%
Hillsborough	1,444,870	3,061,922	551,186	882,951	1,434,137	47%	47%	1,218,865	40%	1,098,620	43%



The Cost

Facility	2025			2040			2060		
	Processing Lines Required	Facilities Required ¹	Est. Facility Cost (2020 dollars)	Processing Lines Required	Facilities Required ¹	Est. Facility Cost (2020 dollars)	Processing Lines Required	Facilities Required ¹	Est. Facility Cost (2020 dollars)
Common Elements									
Materials Recycling Facility	5	3	\$ 63,000,000	5	3	\$ 63,000,000	6	3	\$ 76,000,000
Combined Bulky Waste/Yard Trash/C&D Facility	10	5	\$ 39,000,000	11	6	\$ 42,000,000	12	6	\$ 46,000,000
Yard Trash Facility	1	1	\$ 3,000,000	1	1	\$ 3,000,000	2	1	\$ 6,000,000
Constants Subtotal			\$ 105,000,000			\$ 108,000,000			\$ 128,000,000
Scenario A									
Mixed Waste Processing Facility	10	5	\$ 172,000,000	10	5	\$ 172,000,000	11	6	\$ 189,000,000
Organics Processing Facility (excludes Yard Trash)	4	2	\$ 52,000,000	4	2	\$ 52,000,000	4	2	\$ 52,000,000
Waste-to-Energy (WTE)									
WSB Expansion (Add 4th 750 tpd Boiler Unit)	0	0	\$ -	0	0	\$ -	1	0	\$ 180,000,000
OR									
New WTE Facility (750 tpd Boiler Units)	3	1	\$ 675,000,000	3	1	\$ 675,000,000	4	1	\$ 900,000,000
Scenario A (4th WTE Unit at WSB) TOTAL		16	\$ 329,000,000		17	\$ 332,000,000		18	\$ 549,000,000
Scenario A (New WTE Facility) TOTAL		17	\$ 1,004,000,000		18	\$ 1,007,000,000		19	\$ 1,269,000,000
Scenario B									
Mixed Waste Processing Facility	10	5	\$ 172,000,000	10	5	\$ 172,000,000	11	6	\$ 189,000,000
Waste-to-Energy (WTE)									
WSB Expansion (Add 4th 750 tpd Boiler Unit)	1	0	\$ 180,000,000	1	0	\$ 180,000,000	1	0	\$ 180,000,000
OR									
New WTE Facility (1,050 tpd Boiler Units)	3	1	\$ 945,000,000	3	1	\$ 945,000,000	3	1	\$ 945,000,000
Scenario B (4th WTE Unit at WSB) TOTAL		14	\$ 457,000,000		15	\$ 460,000,000		16	\$ 497,000,000
Scenario B (New WTE Facility) TOTAL		15	\$ 1,222,000,000		16	\$ 1,225,000,000		17	\$ 1,262,000,000
Scenario C²									
Waste-to-Energy (WTE)									
WSB Expansion (Add 4th 750 tpd Boiler Unit)	1	0	\$ 180,000,000	1	0	\$ 180,000,000	1	0	\$ 180,000,000
OR									
New WTE Facility (1,050 tpd Boiler Units)	3	1	\$ 945,000,000	3	1	\$ 945,000,000	4	1	\$ 1,260,000,000
Scenario C (4th WTE Unit at WSB) TOTAL		9	\$ 285,000,000		10	\$ 288,000,000		10	\$ 308,000,000
Scenario C (New WTE Facility) TOTAL		10	\$ 1,050,000,000		11	\$ 1,053,000,000		11	\$ 1,388,000,000

Scenario ¹	2025 Est. Facility Cost (2020 dollars)	2040 Est. Facility Cost (2020 dollars)	2060 Est. Facility Cost (2020 dollars)
Scenario A²			
Assuming 4th WTE Unit @ South Broward	\$ 329,000,000	\$ 332,000,000	\$ 549,000,000
Assuming New WTE Facility	\$ 1,004,000,000	\$ 1,007,000,000	\$ 1,269,000,000
Scenario B			
Assuming 4th WTE Unit @ South Broward	\$ 457,000,000	\$ 460,000,000	\$ 497,000,000
Assuming New WTE Facility	\$ 1,222,000,000	\$ 1,225,000,000	\$ 1,262,000,000
Scenario C³			
Assuming 4th WTE Unit @ South Broward	\$ 285,000,000	\$ 288,000,000	\$ 308,000,000
Assuming New WTE Facility	\$ 1,050,000,000	\$ 1,053,000,000	\$ 1,388,000,000



Benefits and Drawbacks of Solid Waste Governing Structures

Interlocal Agreement

Benefits

- ▶ Meets criteria in terms of timeline, money raised, and capabilities.
- ▶ Local control over all elements after legal entity is formed.
- ▶ Flexibility in structure and composition.
- ▶ Can levy appropriate assessments.
- ▶ No restrictions on facilities, debt, or structure if created properly.

Drawbacks

- ▶ Requires cooperation and communication between all parties – trust is key.
- ▶ Less historical examples in Florida of raising required amount of money for new capital projects.
- ▶ Cannot levy taxes, though can levy assessments.
- ▶ Not all cities required to join.

Dependent Solid Waste District

Benefits

- ▶ Meets criteria in terms of timeline, money raised, and capabilities.
- ▶ Local control over all elements.
- ▶ Flexibility in structure and composition.
- ▶ Can levy appropriate assessments.
- ▶ No restrictions on facilities, debt, or structure.

Drawbacks

- ▶ Requires a working threshold of buy-in from municipalities.
- ▶ Requires the District to be dependent to the County in one of three criteria – approval of the membership, approval of budget, or serving as governing body.
- ▶ Potential issue with dual office holding.

Independent Solid Waste District

Benefits

- ▶ Meets criteria in terms of money raised, and capabilities.
- ▶ Independence - not bound to a single entity in anyway.
- ▶ If legislature allows, flexibility in terms of composition.
- ▶ Can levy appropriate assessments.
- ▶ No restrictions on facilities, debt, or structure.
- ▶ All cities required to participate.

Drawbacks

- ▶ Cedes local control of all elements, from facilities to composition of the District.
- ▶ Longest timeline – likely not ready until after contracts expire in 2023.
- ▶ Possible interference from state and other parties – loss of local control concerns.



Next Steps

Waste Generation Study



A waste generation study should be prioritized moving forward to determine composition of waste and create a basis for assessments.



County and municipalities will collaborate on amendment to Memorandum of Understanding to address cost-sharing and identification of consultant.



County has committed to paying 50% of cost for this study, with a formula based on population splitting the cost among cities.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

FY 2021 Budget: \$306.6 Million
Effective: October 1, 2020 - September 30, 2021

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Single Family	\$175	\$170	\$170	\$172	\$175	\$175	\$173
Multi-Family (2-4 units)	100	97	97	98	98	97	95
Multi-Family (>4 units)	100	97	97	98	98	97	95
Mobile Homes	168	163	163	165	167	166	164

[illegible]



Important Date

JANUARY 2022 – WHEELABRATOR RENEWALS



Title - TR13622 - FY2022 Proposed Millage Rate and Public Hearings on the FY 2022 Budget

A Resolution of the City Commission of the City of Tamarac, Florida, approving the proposed millage rate of 7.2899 mills for general operating purposes; approving September 13, 2021, at 5:05 p.m. at the Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida, as the date, time and place for the first public hearing to set the tentative millage rate and budget for Fiscal Year 2022; approving September 28, 2021 at 5:05 p.m. at the Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida as the date, time, and place for the second public hearing to adopt the millage rate and budget for fiscal year 2022; authorizing the City Manager to send the proposed millage rate of 7.2899 and the date, time and place for both the first and second public hearings to the Broward County Property Appraiser for fiscal year 2022; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13622 - Memo - FY2022 Proposed Millage Rate and Public Hearings on the FY 2022 Budget	6/30/2021	Cover Memo
TR13622 - Reso - FY2022 Proposed Millage Rate and Public Hearings on the FY 2022 Budget	7/7/2021	Resolution

City of Tamarac
Interoffice Memorandum
Financial Services Department
MANAGEMENT & BUDGET DIVISION

To: Michael C. Cernech, City Manager
From: Christine Cajuste, Interim Director Financial Services
Date: July 1, 2021
Re: FY2022 Proposed Millage Rate and Public Hearings on the FY 2022 Budget – TR#13622

Recommendation:

The Financial Services Director recommends that TR # 13622 to set the proposed millage rate and the date, time, and place of the first and second public hearings for the approval and adoption of the millage rate and budget for Fiscal Year 2022 be placed on the July 14, 2021 agenda for approval. The recommended date, time, and place of the first public hearing is Monday, September 13, 2021 at 5:05 p.m. in the Commission Chambers. The recommended date, time and place of the second public hearing is Tuesday, September 28, 2021, at 5:05 p.m. in the Commission Chambers. These dates comply with TRIM (Truth in Millage) requirements as well as the Broward County Property Appraiser's Office and do not conflict with public hearings of the County or School Board.

Issue:

Certain actions are required by the City of Tamarac pursuant to the provisions of Florida Statute 200.065 regarding TRIM. According to the Local Government TRIM timetable, the taxing authority (City) shall advise the Property Appraiser of the proposed millage rate, rolled-back rate, and date, time, and place of the first Public Hearing to approve the tentative millage rates and the tentative budget within 35 days of certification of value (on or around July 1). In order to meet the time schedule, the City Commission must take these actions prior to their vacation recess.

Background:

The next step of the Fiscal Year 2022 Budget process is setting the proposed millage rate. Based on the City's certified property values obtained from the Property Appraiser on or about July 1, 2021, a millage rate of 7.2899 for general operating purposes is proposed for Fiscal Year 2022. This millage rate provides funding to support current operations. The recommended millage rate of 7.2899 mills is 6.55% higher than the rolled-back rate of 6.8419 mills for fiscal year 2022. The rolled-back rate is the millage rate necessary to provide the same level of funding as the prior year not including growth. This Resolution is the formal affirmation of our proposed millage rate, and staff will transmit this rate to the Property Appraiser using the official Form DR-420 for the inclusion in the TRIM notices to be mailed in August.

The millage rate set by this Resolution would be the cap, or the maximum millage rate allowed for the FY 2022 Budget. During the Public Hearings in September, these millage rates can be adjusted downward, but cannot be higher than the proposed rate approved by this Resolution.

It is also necessary for the City Commission to set a date, time, and place for the public hearings for the approval and adoption of the millage rate and budget for Fiscal Year 2022. In an effort to save time, the City combines the Special Assessment hearings at the same time as the first public hearing for the tentative millage rate and budget for FY 2022. Stipulations by the Property Appraiser's office indicates the Special Assessment hearings must occur between September 12 and September 15, 2021 with the final assessments transmitted to the Broward County Records, Taxes and Treasury Division by midnight of September 15, 2020. Within this self-imposed limitation and the fact that statutorily the first public hearing for the tentative millage rate and budget meeting must occur after 5:00 p.m. (unless on Saturday) and cannot conflict with Public Budget Hearings held by the Broward County Commission or the Broward County School Board, the City has set that our first public hearing on the millage rate and budget will be held on Monday, September 13, 2021 at 5:05 p.m.

Governing stipulations concerning the second hearing is that the meeting must occur after 5:00 p.m. (unless on Saturday) between September 19 and September 30, 2021, and cannot conflict with Public Budget Hearings held by the Broward County Commission or the Broward County School Board. Our second Public Budget Hearing is scheduled to be held on Tuesday, September 28, 2021 at 5:05 p.m.

Fiscal Impact:

The proposed millage rate of 7.2899 will produce a maximum levy of \$34,619,392 ($\$4,748,952,933 / 1,000 \times 7.2899 = \$34,619,392$) with a proposed budget at 95% required by statute of \$32,888,423 ($\$34,619,392 \times .95 = \$32,888,423$).

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE PROPOSED MILLAGE RATE OF 7.2899 MILLS FOR GENERAL OPERATING PURPOSES; APPROVING SEPTEMBER 13, 2021, AT 5:05 P.M. AT THE TAMARAC COMMISSION CHAMBERS, 7525 N.W. 88TH AVENUE, TAMARAC, FLORIDA, AS THE DATE, TIME AND PLACE FOR THE FIRST PUBLIC HEARING TO SET THE TENTATIVE MILLAGE RATE AND BUDGET FOR FISCAL YEAR 2022; APPROVING SEPTEMBER 28, 2021 AT 5:05 P.M. AT THE TAMARAC COMMISSION CHAMBERS, 7525 N.W. 88TH AVENUE, TAMARAC, FLORIDA AS THE DATE, TIME, AND PLACE FOR THE SECOND PUBLIC HEARING TO ADOPT THE MILLAGE RATE AND BUDGET FOR FISCAL YEAR 2022; AUTHORIZING THE CITY MANAGER TO SEND THE PROPOSED MILLAGE RATE OF 7.2899 AND THE DATE, TIME AND PLACE FOR BOTH THE FIRST AND SECOND PUBLIC HEARINGS TO THE BROWARD COUNTY PROPERTY APPRAISER FOR FISCAL YEAR 2022; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 200.065 (TRIM – Truth in Millage) requires all municipalities, within 35 days of receipt of the city’s certification of taxable value (on or around July 1), to advise the Property Appraiser of estimated millage rates to be included in the TRIM notice sent to each taxpayer; and

WHEREAS, estimated and tentative millage rates should be proposed which would allow the City Commission latitude in meeting Fiscal Year 2022 budgetary requirements; and

WHEREAS, Florida Statute 200.065 requires that a hearing date, other than that scheduled by the Broward County Commission and the Broward County School Board, be set by each municipality to be included in the TRIM Notice sent to each taxpayer; and

WHEREAS, the millage rate for general operating purposes is estimated to be 7.2899 mills for Fiscal Year 2022, and that the public hearings to adopt the tentative and final millage rates and budget for Fiscal Year 2022 be set at 5:05 p.m. on September 13, and 5:05 p.m. on September 28, 2021, respectively, in the City Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida 33321; 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 direct the City Manager to send an estimated and tentative millage rate of 7.2899 mills for general operating purposes to the Property Appraiser and to set a date, time, and place for the first and second public hearing. This proposed operating millage rate is greater than the rollback rate of 6.8419 by 6.5%.

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

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution.

SECTION 2: The City Commission hereby approves a proposed millage rate of 7.2899 mills for general operating purposes for Fiscal Year 2022.

SECTION 3: The City Commission hereby approves setting September 13, 2021, at 5:05 p.m. at the City of Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida 33321 as the date, time and place for the first public hearing to set the

tentative millage rate and tentative budget for Fiscal Year 2022.

SECTION 4: The City Commission hereby approves setting September 28, 2021, at 5:05 p.m. at the City of Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida 33321 as the date, time and place for the second public hearing to adopt the millage rate and budget for Fiscal Year 2022.

SECTION 5: The City Manager is hereby authorized to send notification to the Property Appraiser of the proposed millage rate of 7.2899 mills and the date, time and place of the first and second public hearings to the Broward County Property Appraiser for Fiscal Year 2022.

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 the Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

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PASSED, ADOPTED AND APPROVED THIS 14th DAY OF JULY 2021

MICHELLE J. GOMEZ
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ
DIST 1: COMM. BOLTON
DIST 2: COMM. GELIN
DIST 3: V/M. VILLALOBOS
DIST 4: COMM. PLACKO

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

JOHN R. HERIN, JR.
CITY ATTORNEY



Title - TR13623 FY 2022 Preliminary Fire Assessment Resolution

A Resolution of The City Commission Of The City Of Tamarac, Florida, relating to the provision of Fire Rescue Services, facilities and programs in The City Of Tamarac, Florida; establishing the estimated assessment rate for Fire Rescue Assessments for the fiscal year beginning October 1, 2021; directing the preparation of an assessment roll; authorizing a public hearing and directing the provision of notice thereof; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13623 - Memo - FY 2022 Preliminary Fire Assessment	6/30/2021	Cover Memo
TR13623 - Reso - FY 2022 Preliminary Fire Assessment	6/30/2021	Resolution

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATIVE DIVISION

To: Michael C. Cernech, City Manager
From: Christine Cajuste, Interim Director Financial Services
Date: July 1, 2021
Re: FY2022 Fire Rescue Assessments – TR #13623

Recommendation:

The Director of Financial Services recommends initiating the annual process of updating the Assessment Roll and re-imposing Fire Rescue special assessments as put forth under TR# 13623 for the provision of Fire Rescue services within the City of Tamarac for the Fiscal Year beginning October 1, 2021.

Issue:

Since FY1997, the City of Tamarac annually assesses property within its City limits to fund all or a portion of the cost of the provision of Fire Rescue services, facilities, and programs. Re-imposing these annual assessments is again recommended for FY 2022. TR #13623 describes the method of assessing the Fire Rescue costs against assessed property located within the City, directs the preparation of an assessment roll, authorizes a public hearing, and directs the provision of a notice for the public hearing.

Background:

In June of 1996, the City of Tamarac implemented a recurring annual fire rescue special assessment program to provide a portion of the funding for the City's fire rescue services and facilities with the adoption of Ordinance No. O-96-8. This assessment is an equitable and efficient method of allocating and apportioning the Fire Rescue Assessed Cost among parcels of assessed property. In addition, it is fair and reasonable and consistent with the decision from the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002), to exclude from the Fire Rescue Assessed Cost amounts determined to constitute the Emergency Medical Services Cost.

Estimated Exempt Buy Down:

Institutional property whose use is exempt from ad valorem taxation under Florida law provide facilities and uses to the ownership, occupants, membership as well as the public in general that otherwise might be requested or required to be provided by the City and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Rescue Assessments upon buildings located on such parcels of institutional property whose building use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Rescue Assessment has been imposed upon a building located on a parcel of institutional property whose building use is wholly exempt from ad valorem taxation under Florida law.

Also, during the 2010 legislative session, CS/HB 1129 was adopted by the Florida Legislature (the "Local Bill"), and the City annexed new properties which became subject to the City's fire rescue assessment. However, based upon the legislative findings set forth in the Local Bill the City provides a partial exemption as described in the Local Bill from the fire rescue assessment for the properties located within the area annexed by the City. The County's current rate for residential and multi-family is \$190 requiring a subsidy from the City of \$160 per parcel. For commercial and industrial properties the amount necessary to make up the difference between the City's rate per square foot and the County's rate for per square foot is calculated on a property by property basis. This requirement is recurring year over year and will be in place until such time as there is no unincorporated county land or the rates in unincorporated Broward County exceed the City's Fire Assessment rates.

In order to annually re-impose these Fire Rescue assessments, the ordinance requires the City Commission to adopt an annual rate resolution each fiscal year which occurs during its budget adoption process. The Resolution establishes the rate of assessment and approves the assessment roll for the upcoming fiscal year, with such amendments as the City Commission deems appropriate after hearing comments of all interested parties.

Accordingly, an updated assessment roll must be made available for inspection by the public and a notice of public hearing must be published and mailed as required by the terms of the Ordinance providing notice to all interested persons of an opportunity to be heard.

TR #13623 establishes these functions and sets the public hearing date for September 13, 2021 at 5:05 p.m. in the City Commission Chambers and coincides with the first public hearing of the FY 2022 Millage Rates and Budget.

Fiscal Impact:

This assessment sets the residential property rate per dwelling unit at \$350 which is the same rate as FY 2021 and is the sixth year at the same rate. This represents a fire rescue assessment fee funded at 98% of allowable costs. The fire rescue assessment fees will provide an estimated gross revenue in the amount of \$14,707,635 an estimated exempt buy-down of \$685,445 for an estimated net revenue of \$14,022,190 (including the annexed Prospect Bend area see discussion above regarding the Local Bill) resulting in a budgeted assessment of \$13,321,081 at 95% of the gross assessment for Fire Rescue services. The 95% takes into account discounts and non-payment of the property tax bill. The overall Fire Rescue budget proposed for FY 2022 is \$26,036,678.

In addition, Assisted Living Facilities are combined with the Institutional grouping. Consequently, there are currently three non-residential property use categories: Commercial, Industrial/Warehouse, and Institutional. The fire assessment rates will be set indicated on the following page.

The remainder of the page is intentionally left blank.

Five Year Average Fire Assessment Rates (Fiscal Year 2017-18 through Fiscal Year 2021-22) (98.48% Funding)				
Residential Property Use Categories	Dwelling Units			
Residential	\$350			
Non-Residential Property Use Categories	Building Classifications (in square foot ranges)	Commercial	Industrial / Warehouse	Institutional
	≤ 1,999	\$541	\$112	\$926
	2,000 – 3,499	\$1,082	\$223	\$1,852
	3,500 – 4,999	\$1,894	\$389	\$3,241
	5,000 – 9,999	\$2,705	\$556	\$4,630
	10,000 – 19,999	\$5,410	\$1,112	\$9,260
	20,000 – 29,999	\$10,820	\$2,223	\$18,519
	30,000 – 39,999	\$16,230	\$3,334	\$27,779
	40,000 – 49,999	\$21,639	\$4,445	\$37,038
	≥ 50,000	\$27,049	\$5,556	\$46,297
*Estimated Gross Revenue: \$14,707,635; Estimated Exempt Buy-down: \$685,445; Estimated Net Revenue: \$14,022,190				

After approval of the final assessment resolution, the non-ad valorem assessment roll will be certified and sent to the Tax Collector.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. 2021 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF TAMARAC, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE RESCUE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in June of 1996, the City of Tamarac implemented a recurring annual fire rescue special assessment program to provide a portion of the funding for the City's fire rescue services and facilities with the adoption of Ordinance No. O-96-8 and imposed fire rescue assessments for Fiscal Year 1997 with the adoption of Resolution Nos. R-96-160 (the "Initial Assessment Resolution") and R-96-175 (the "Final Assessment Resolution"); and

WHEREAS, pursuant to Ordinance No. O-96-8, the re-imposition of fire rescue assessments for Fiscal Year 2022 requires certain processes such as the preparation of the Assessment Roll; and

WHEREAS, annually a Preliminary Rate Resolution describing the method of assessing fire rescue costs against assessed property located within the City, directing the preparation of an assessment roll, authorizing a public hearing and directing the

provision of notice thereof is required by Ordinance No. O-96-8 for the re-imposition of the fire rescue assessments; and,

WHEREAS, the special benefit to real property and the assessment methodology is consistent from year to year, and such is confirmed through review of the City's special assessment by Government Services Group, most recently in May, 2016, so it is fair and reasonable to continue to use the methodologies described in resolutions in previous years, except as may be altered by this Resolution or the Fire Rescue Assessment Memorandum dated May, 2016.

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

SECTION 1: AUTHORITY. This resolution is adopted pursuant to the provisions of the Fire Rescue Assessment Ordinance (Ordinance No. O-96-8), the Initial Assessment Resolution (Resolution No. R-96-160), the Final Assessment Resolution (Resolution No. R-96-175), sections 166.021 and 166.041, Florida Statutes, Chapter 2010-256, Laws of Florida also known as the Local Bill), and other applicable provisions of law.

SECTION 2: PURPOSE AND DEFINITIONS. This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Fire Rescue Assessments for the Fiscal Year beginning October 1, 2021. All capitalized words and terms shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, Resolution 2008-107 ("2008 Preliminary

Rate Resolution”) and Resolution No. R-2010-95 (“2010 Preliminary Rate Resolution”) all of which are on file in the City Clerk’s office.

SECTION 3: PROVISION AND FUNDING OF FIRE RESCUE SERVICES.

(A) Upon the imposition of Fire Rescue Assessments for fire rescue services, facilities, or programs against Assessed Property located within the City, the City shall provide fire rescue services to such Assessed Property. A portion of the cost to provide such fire rescue services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining cost required to provide fire rescue services, facilities, and programs shall be funded by available City revenues other than Fire Rescue Assessment proceeds. No proceeds from the special assessment shall fund any Emergency Medical Services.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefitted by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4: IMPOSITION AND COMPUTATION OF FIRE RESCUE ASSESSMENTS. Fire Rescue Assessments shall be imposed against all Tax Parcels within the Property Use Categories. Fire Rescue Assessments shall be computed in the manner set forth in the 2010 Preliminary Rate Resolution and pursuant to and except as otherwise provided in the Fire Rescue Assessment Memorandum, dated May, 2016, prepared by Government Services Group, Inc. (the “2016 Assessment Memorandum”).

The 2016 Assessment Memorandum, previously approved by the City Commission, is hereby incorporated herein.

SECTION 5: LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The City Commission hereby determines as follows:

(A) Upon adoption of this Preliminary Rate Resolution, the legislative determinations of special benefit and cost apportionment, including apportionment for residential and non-residential parcels, ascertained and declared within the Section 1.04 of the Ordinance, as well as those within the 2010 Preliminary Rate Resolution, are hereby ratified and confirmed by the City Commission, and incorporated herein.

(B) It is fair and reasonable and consistent with the decision from the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002), to exclude from the Fire Rescue Assessed Cost amounts determined to constitute the Emergency Medical Services Cost.

(C) Institutional Property whose use is exempt from ad valorem taxation under Florida law provide facilities and uses to the ownership, occupants, membership as well as the public in general that otherwise might be requested or required to be provided by the City and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Rescue Assessments upon Buildings located on such parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Rescue Assessment shall be imposed upon a Building located on a parcel of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

SECTION 6: COST APPORTIONMENT. The Cost Apportionment Methodology described in the 2010 Preliminary Rate Resolution, pursuant to and except as otherwise provided in the 2016 Assessment Memorandum, is hereby incorporated herein and used for the current year's special assessment.

SECTION 7: PARCEL APPORTIONMENT METHODOLOGY. The Parcel Apportionment Methodology described in the 2010 Preliminary Rate Resolution, pursuant to and except as otherwise provided in the 2016 Assessment Memorandum, is hereby incorporated herein and used for the current year's special assessment. Pursuant to the Local Bill, once the Parcel Apportionment methodology is applied to the Assessed Properties, the City shall then exempt the Annexed Parcels from the Fire Rescue Assessment rates to the extent required by the Local Bill.

SECTION 8: DETERMINATION OF FIRE RESCUE ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE RESCUE ASSESSMENT RATES.

(A) The Fire Rescue Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2021, is the amount determined in the Estimated Fire Rescue Assessment Rate Schedule, attached hereto as Appendix A. The approval of the Estimated Fire Rescue Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Rescue Assessed Costs. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from available City revenue other than Fire Rescue Assessment proceeds.

(B) The estimated Fire Rescue Assessments specified in the Estimated Fire Rescue Assessment Rate Schedule are hereby established to fund the specified Fire Rescue Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2021. No portion of such Fire Rescue Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Rescue Assessed Costs is attributable to the Emergency Medical Services Cost.

(C) The estimated Fire Rescue Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2021 as provided in Section 9 of this Preliminary Rate Resolution.

SECTION 9: ANNUAL ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in the Ordinance and the 2010 Preliminary Assessment Resolution. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Rescue Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, the 2008 Preliminary Rate Resolution, the 2010 Preliminary Rate Resolution, documentation related to the estimated amount of the Fire Rescue Assessed Cost to be recovered through the imposition of Fire

Rescue Assessments, and the updated Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll proposed for the Fiscal Year beginning October 1, 2021 be in printed form if the amount of the Fire Rescue Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Rescue Assessments for fire rescue services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property located within the City. The methodology and apportionment assures that no property is assessed an amount greater than the benefit which it receives from the fire rescue services, facilities, and programs provided by the City. The Fire Rescue Assessed Costs are solely for the provision of fire protection and first response services. All Emergency Medical Services Costs and EMS calls have been excluded, which is consistent with the decision in City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002).

SECTION 10: **AUTHORIZATION OF PUBLIC HEARING.** There is hereby established a public hearing to be held at 5:05 p.m. on September 13, 2021, in the City Commission Chambers of City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2021 and collecting such assessments on the same bill as ad valorem taxes.

SECTION 11: **NOTICE BY PUBLICATION.** The City Manager shall publish a notice of the public hearing authorized by Section 10 of this Preliminary Rate Resolution in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 15, 2021, in substantially the form attached hereto as Appendix B.

SECTION 12: **NOTICE BY MAIL.** The City Manager, or designee, shall also ensure timely notice by use of the TRIM notice forwarded annually by the Property Appraiser's Office to the Owner of each parcel of Assessed Property within the City, at least twenty (20) days prior to the public hearing, as required by the Ordinance, and the Uniform Assessment Collection Act.

SECTION 13: **APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds derived by the City from the Fire Rescue Assessments will be utilized for the provision of fire rescue services, facilities, and programs. No proceeds shall be used to fund Emergency Medical Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire rescue services, facilities, and programs.

SECTION 14: **CONFLICTS.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 16: **SEVERABILITY.** 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 16: **EFFECTIVE DATE.** This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THIS 14th DAY OF JULY, 2021.

CITY OF TAMARAC FLORIDA

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM. GELIN	_____
DIST 3: V/M. VILLALOBOS	_____
DIST 4: COMM. PLACKO	_____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

JOHN R. HERIN, JR.
CITY ATTORNEY

APPENDIX A

ESTIMATED FIRE RESCUE ASSESSMENT RATE SCHEDULE

SECTION A-1. DETERMINATION OF FIRE RESCUE

ASSESSED COSTS. The estimated Fire Rescue Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2021, is \$14,022,190.

SECTION C-2. ESTIMATED FIRE RESCUE ASSESSMENTS.

(A) The estimated Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2021, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

Residential Property Use Categories	Dwelling Units			
Residential	\$350			
Non-Residential Property Use Categories	Building Classifications (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	≤ 1,999	\$541	\$112	\$926
	2,000 – 3,499	\$1,082	\$223	\$1,852
	3,500 – 4,999	\$1,894	\$389	\$3,241
	5,000 – 9,999	\$2,705	\$556	\$4,630
	10,000 – 19,999	\$5,410	\$1,112	\$9,260
	20,000 – 29,999	\$10,820	\$2,223	\$18,519
	30,000 – 39,999	\$16,230	\$3,334	\$27,779
	40,000 – 49,999	\$21,639	\$4,445	\$37,038
	≥ 50,000	\$27,049	\$5,556	\$46,297

(B) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property or upon a Building located on a parcel of

Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(C) Annexed Parcels shall be exempt from the Fire Rescue Assessment to the extent required by the Local Bill, and their Fire Rescue Assessment as determined through the methodology described herein shall be calculated to comply with the exemption requirements of the Local Bill for such Annexed Parcels.

(D) Any shortfall in the expected Fire Rescue proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Commission is improper or otherwise adversely affects the validity of the Fire Rescue Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Rescue Assessment upon each affected Tax Parcel in the amount of the Fire Rescue Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Commission.

APPENDIX B
FORM OF NOTICE TO BE PUBLISHED

To Be Published on August 15, 2021

[INSERT MAP OF CITY]

**NOTICE OF HEARING TO REIMPOSE AND
PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Tamarac will conduct a public hearing to consider reimposing fire rescue special assessments for the provision of fire rescue services within the City of Tamarac for the Fiscal Year beginning October 1, 2021.

The hearing will be held at 5:05 p.m. on September 13, 2021, in the Commission Chambers of Tamarac City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 597-3505 at least 48 hours (2 days) prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire rescue assessment schedule.

Residential Property Use Categories	Dwelling Units			
Residential	\$350			
Non-Residential Property Use Categories	Building Classifications (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	≤ 1,999	\$541	\$112	\$926
	2,000 – 3,499	\$1,082	\$223	\$1,852
	3,500 – 4,999	\$1,894	\$389	\$3,241
	5,000 – 9,999	\$2,705	\$556	\$4,630
	10,000 – 19,999	\$5,410	\$1,112	\$9,260
	20,000 – 29,999	\$10,820	\$2,223	\$18,519
	30,000 – 39,999	\$16,230	\$3,334	\$27,779
	40,000 – 49,999	\$21,639	\$4,445	\$37,038
	≥ 50,000	\$27,049	\$5,556	\$46,297

Copies of the Fire Rescue Assessment Ordinance (Ordinance No. O-96-8), the Initial Assessment Resolution (Resolution No. R-96-160), the Final Assessment Resolution (Resolution No. R-96-175), the 2008 Preliminary Rate Resolution (Resolution No. 2008-107), the 2010 Preliminary Rate Resolution (Resolution No. R-2010-95), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Fire Rescue Assessments, and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's Office, Tamarac City Hall, located at 7525 Northwest 88th Avenue, Tamarac, Florida 33321.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Finance Department at (954) 597-3550, Monday through Friday between 8:30 a.m. and 5:00 p.m.

**CITY CLERK
CITY OF TAMARAC, FLORIDA**



Title - TR13624 FY 2022 Preliminary Stormwater Utility Management Fee Resolution

A Resolution of The City Commission of The City Of Tamarac, Florida, Relating to the provision of Stormwater Management provided by The City's Stormwater Utility; determining that certain real property will be specially benefited thereby; establishing and confirming the method of calculating the cost of Stormwater Management Service against the real property that will be specially benefited thereby; directing the City Manager to prepare or direct the preparation of a Preliminary Stormwater Utility Management Fee Roll based upon the methodology set forth herein; establishing a public hearing for the proposed Stormwater Utility Management Fees and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13624 - Memo - Stormwater Utility Management Fee Special Assessments	6/30/2021	Cover Memo
TR13624 - Reso - Stormwater Utility Management Fee Special Assessments	6/30/2021	Resolution

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATIVE DIVISION

To: Michael C. Cernech, City Manager
From: Christine Cajuste, Interim Director Financial Services
Date: July 1, 2021
Re: FY 2022 Stormwater Utility Management Fee Special Assessments – TR #13624

Recommendation:

The Financial Services Director recommends initiating the process of establishing the Assessment Roll and re-imposing the Stormwater Utility Management Fee Special Assessments as put forth under TR #13624 for the provision of the Stormwater Utility Management Fee within the City of Tamarac for the Fiscal Year beginning October 1, 2021.

Issue:

On April 24, 2013, the City Commission adopted Ordinance No. 2013-05 providing for the home rule authority of the City to impose Stormwater Utility Management Fee Special Assessments against the assessed property within the City of Tamarac. TR #13626 describes the method of assessing the Stormwater Utility Management Fee costs against assessed property located within the City, directs the preparation of an assessment roll, authorizes a public hearing, and directs the provision of a notice for the public hearing.

Background:

On April 24, 2013, the City Commission adopted Ordinance No. 2013-05 providing for the home rule authority of the City to impose Stormwater Utility Management Fee Special Assessments against the assessed property within the City. Fiscal Year 2014 was the first year the assessments appeared on the tax bills.

This assessment is an equitable and efficient method of allocating and collecting the Stormwater Utility Management Fee Assessed Cost among parcels of assessed property. This resolution constitutes the preliminary assessment resolution as defined in the Ordinance which initiates the process for developing the Stormwater Utility Management Fee Special Assessment Roll and directs the imposition of a Stormwater Utility Management Fee Assessment, for the Fiscal Year beginning October 1, 2021.

In order to impose this Stormwater Utility Management Fee special assessment, the ordinance requires the City Commission to adopt an annual rate resolution each fiscal year which occurs during its budget adoption process. The Resolution establishes the rate of assessment and approves the assessment roll for the upcoming fiscal year, with such amendments as the City Commission deems appropriate after hearing comments of all interested parties. Accordingly, an updated assessment roll must be made available for inspection by the public and a notice of public hearing must be published and mailed as required by the terms of the Ordinance providing notice to all interested persons of an opportunity to be heard. TR #13624 establishes these functions and sets the public hearing date for September 13, 2021 at 5:05 p.m. in the City Commission Chambers and will coincide with the first public hearing of the FY 2022 Millage Rates and Budget.

The proposed Fiscal Year 2022 Stormwater Utility Management Fee special assessment for all properties within the boundaries of the City of Tamarac is \$142.27 per Equivalent Residential Unit (ERU) which is \$6.74 higher than the rate of \$135.53 for Fiscal Year 2021. The increase of \$6.74 is 5% more than the prior year which is consistent with Section 22-254, Code of Ordinances. Section 22-254 states that adjustment will be made each year equal to the greater of 3% or the U.S. Consumer Price Index (CPI) as determined in June of the calendar year of adjustment. As of the end of May 2021 the published CPI is 5%.

Fiscal Impact:

This assessment sets the Stormwater Utility Management Fee at \$142.27 per ERU. The stormwater utility management fee assessment will provide estimated gross revenue in the amount of \$6,917,621.58 net of the exempt buy-down of \$395,905, resulting in estimated net revenue of \$6,443,659 at 95% of the gross fees for stormwater utility management services. The 95% takes into account discounts, tax collector fees, and non-payments.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. 2021 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT PROVIDED BY THE CITY'S STORMWATER UTILITY; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED THEREBY; ESTABLISHING AND CONFIRMING THE METHOD OF CALCULATING THE COST OF STORMWATER MANAGEMENT SERVICE AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; DIRECTING THE CITY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF A PRELIMINARY STORMWATER UTILITY MANAGEMENT FEE ROLL BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER UTILITY MANAGEMENT FEES AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. PURPOSE AND DEFINITIONS. This resolution constitutes the Preliminary Fee Resolution for the levy of the annual Stormwater Utility Management Fee and collection using the Uniform Assessment Collection Act, as defined in the Ordinance. All capitalized words and terms have the meaning as set forth in the Ordinance. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

“ERU Value”, the City has computed an “ERU Value” of 1830 square feet, which shall be used to calculate the number of ERUs attributable to each Tax Parcel.

“Ordinance” means Ordinance 2013-05, adopted by the Commission on April 24, 2013, as may be amended from time to time and as codified in Chapter 22 of the City’s Code of Ordinances.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this resolution; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. LEGISLATIVE FINDINGS. It is hereby ascertained, determined, and declared that:

(A) The general and legislative findings set forth in the Ordinance, codified in Section 22-259, are incorporated and relied upon herein.

(B) The special benefits provided by the Stormwater Management Services to all Assessed Property located within the Stormwater Service Area (the same area as the Stormwater Improvement Area) include, but are not limited to: (1) the provision of Stormwater Management Services and the availability and use of facilities and improvements by the owners and occupants of Assessed Property to properly and safely detain, retain, convey, and treat Stormwater discharged from Assessed Property; (2) stabilization of or the increase of Developed Property values; (3) increase safety and better access to Assessed Property; (4) improved appearance; (5) rendering

Developed Property more adaptable to a current or reasonably foreseeable uses; (6) alleviation of the burdens caused by Stormwater runoff and accumulation attendant with the use of Assessed Property; and (7) fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the Stormwater Area.

(C) The City's Stormwater Management Services are necessitated by the existence of Impervious Area and the use by Assessed Properties of the City's Stormwater Utility Management System. Undeveloped Property has minimal Impervious Area, but utilize the City's Stormwater Utility Management System. As a result, the Ordinance provides for a charge per acre for Undeveloped Properties. At the same time, the City's methodology is based upon ERUs being assigned to Assessed Properties. Having multiple methodologies creates the potential of additional work and expense in creating the Assessment Roll, and in coordinating with the Broward County Property Appraiser. The per acre Stormwater Utility Management Fee for Undeveloped Property can be calculated by using a formula based upon ERUs, permitting the City to use a single methodology to calculate the Stormwater Utility Management Fee. As a result, it is fair and reasonable to calculate the per acre Stormwater Utility Management Fee for Undeveloped Properties by multiplying a factor by the ERU Value.

(D) Pervious portions of properties used as golf courses do not utilize the City's Stormwater Management System; rather, they contain no impervious space and contain their own stormwater. As a result, it is fair and reasonable not to impose a Stormwater Utility Management Fee upon the pervious portions of those parcels of property used as golf courses.

(D) The Stormwater Utility Management Fees authorized by the Ordinance and this Preliminary Fee Resolution provide an equitable method of funding the Stormwater Service Cost

attributed to Assessed Property by fairly and reasonably allocating the Stormwater Service Cost to specially benefited Assessed Property. Assessed Property is classified on the basis of the Stormwater burden expected to be generated by the physical characteristics and use of such property.

(E) Any shortfall in the expected proceeds from the Stormwater Utility Management Fee due to any reduction or exemption from payment of the Stormwater Utility Management Fee required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Utility Management Fee collected through the Uniform Assessment Collection Act. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Stormwater Utility Management Fee imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Stormwater Utility Management Fee upon each affected Tax Parcel in the amount of the Stormwater Utility Management Fee that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel.

ARTICLE II

STORMWATER UTILITY MANAGEMENT FEES

SECTION 2.01. STORMWATER SERVICE AREA.

(A) The City Commission hereby establishes the entire incorporated area of the City of Tamarac as the Stormwater Service Area/Stormwater Improvement Area (collectively, the Stormwater Service Area.)

(B) The Stormwater Utility shall provide Stormwater Management Services to all Assessed Property within the Stormwater Service Area. All or any portion of the Stormwater Service Cost may be funded from the proceeds of the Stormwater Utility Management Fees.

(C) The Stormwater Utility may also acquire and construct capital facilities to assist and facilitate the provision of Stormwater Management Services within the Stormwater Service Area.

SECTION 2.02. IMPOSITION AND COMPUTATION.

(A) A Stormwater Utility Management Fee shall be imposed against all Assessed Property within the Stormwater Service Area. The Stormwater Service Cost shall be assessed against all Tax Parcels of Assessed Property within the Stormwater Service Area at a rate of assessment based upon the special benefit accruing to such Assessed Property from the City's provision of Stormwater Management Services, measured by the number of ERUs attributable to each Tax Parcel.

(B) The Stormwater Utility Management Fee will be computed for each Tax Parcel of Developed Property located within the Stormwater Service Area by multiplying the number of ERUs attributable thereto by \$142.27 annually.

(C) For each parcel of Undeveloped Property, the Stormwater Utility Management Fee shall be 1.6237 ERUs per acre or portion thereof.

(D) The City Commission hereby finds that the rate per ERU of \$142.27 for Developed Property and 1.6237 ERUs per acre or portion thereof for Undeveloped Property ensures that the aggregate Stormwater Utility Management Fee within the Stormwater Service Area does not

exceed the Stormwater Service Cost for the Stormwater Utility for the Fiscal Year beginning on October 1, 2021.

(E) The total Stormwater Service Cost to be funded by the Stormwater Utility Management Fees hereby shall be \$6,917,621.58.

(F) Any state law requirements for exemptions, including without limitation, condominium and HOA common areas, shall apply to the Stormwater Utility Management Fee.

SECTION 2.03. STORMWATER UTILITY MANAGEMENT FEE ROLL.

The City Manager is hereby directed to prepare, or direct the preparation of, the updated Stormwater Utility Management Fee Roll for the Stormwater Utility Management Fee in the manner provided in the Ordinance. A copy of this Preliminary Fee Resolution and the Stormwater Utility Management Fee Roll for the Stormwater Utility Management Fee shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Stormwater Utility Management Fee Roll be in printed form if the amount of the Stormwater Utility Management Fee for each Tax Parcel can be determined by use of an available computer terminal.

SECTION 2.04. METHOD OF COLLECTION

(A) The Stormwater Utility Management Fee levied on all Assessed Property on the Stormwater Utility Management Fee Roll will be collected using the Uniform Assessment Collection Act.

(B) The City may bill the Stormwater Utility Management Fee on Assessed Properties for which the Uniform Assessment Collection Act does not apply by any other legally available means.

ARTICLE III

DETERMINATION OF ERUs

SECTION 3.01. CLASSIFICATION OF TAX PARCELS. Each Tax Parcel located within the Stormwater Service Area shall be assigned to one of the following classifications set forth in Section 22-253(a): Residential Property, Non-residential Property, or Undeveloped Property.

SECTION 3.02. RESIDENTIAL PROPERTY PARCELS.

(A) The Commission hereby finds and determines as follows:

(1) The cost of measuring or verifying the Impervious Area for each individual Residential Property greatly exceeds any benefit to be derived from individual measurement and verification.

(2) Through a statistically valid sampling procedure, including review of City data and the ad valorem tax roll information for residential properties within the City, it has been determined that the average Residential Property within the Stormwater Service Area contains 1,830 square feet of Impervious Area.

(B) The City has determined that all Residential Properties within the Stormwater Service Area are likely to have a similar impact on the Stormwater system; therefore, it is fair and reasonable to assign one (1) ERU to each Residential Property.

SECTION 3.03. NON-RESIDENTIAL PROPERTY PARCELS.

For Non-Residential Property, the impervious area of the property is the determining factor as to the calculation of the Stormwater Management Utility Fee. The Fee for Non-Residential

Property shall be calculated using the formula set forth in Section 22-254 of the City's Code of Ordinances.

SECTION 3.04. UNDEVELOPED PROPERTY PARCELS.

The Stormwater Management Utility Fee for Undeveloped Property shall be a set rate based upon acreage, as described in Section 22-254 of the City's Code of Ordinances.

ARTICLE IV

NOTICE AND PUBLIC HEARING

SECTION 4.01. PUBLIC HEARING. There is hereby established a public hearing to be held at 5:05 p.m. on September 13, 2021, in the City Commission Chambers of Tamarac City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321, to consider imposition of the Stormwater Utility Management Fees and their collection pursuant to this Preliminary Fee Resolution.

SECTION 4.02. NOTICE BY PUBLICATION. The City Manager, or his designee, shall publish a notice of the public hearing authorized by Section 4.01 hereof in the manner and the time provided in the Ordinance. The published notice shall be in substantially the form attached hereto as Appendix A.

SECTION 4.03. NOTICE BY MAIL. The City Manager, or his designee, shall, at the time and in the manner specified in the Ordinance, provide mailed notice of the public hearing authorized by Section 4.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll.

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. ADJUSTMENT OF ERUs

(A) As authorized by Section 22-266 of the Ordinance, petitions for review of the number of ERUs attributed to any Tax Parcel shall be submitted to the City's Utility Director, who shall have authority to correct any errors made in applying the provisions of this Preliminary Fee Resolution to the Tax Parcel. The following procedures shall apply to all petitions.

(1) Each petition shall be made in writing to the City's Utility Director by the owner of the Tax Parcel or such owner's authorized agent, setting forth, in detail, the grounds upon which adjustment is sought.

(2) The petition must be filed with the City's Utility Director within thirty (30) days of the receipt of the mailed notice and shall be reviewed by the City's Utility Director, or his designee within thirty (30) days of the date of receipt by the City. The petitioner may be required, at petitioner's own cost, to provide supplemental information to the City's Utility Director including, but not limited to, survey data approved by a professional land surveyor and/or engineering reports approved by a professional engineer. Failure to provide such information may result in the denial of the petition.

(3) The City's Utility Director shall provide a response in writing, and his determination shall be final.

(4) The filing of a petition shall not extend the time for payment of any Stormwater Utility Management Fee. If the number of ERUs is adjusted for any Tax Parcel, the Stormwater Utility Management Fee shall be corrected by the City in accordance with the Ordinance. If the

Stormwater Utility Management Fee has been paid prior to adjustment of the number of ERUs, the City shall refund the amount by which the Stormwater Utility Management Fee has been reduced, adjusted for any early payment discount taken by the owner.

(5) The City Manager, or his designee, may initiate adjustments to the number of ERUs attributed to any Tax Parcel. If the number of ERUs is reduced for any Tax Parcel, the Stormwater Utility Management Fee shall be corrected in accordance with the Ordinance. In such event, if the Stormwater Utility Management Fee has been paid prior to adjustment of the number of ERUs, the City shall refund the amount by which the Stormwater Utility Management Fee has been reduced. If the number of ERUs is increased for any Tax Parcel, the adjustment shall become effective for Stormwater Utility Management Fees in subsequent Fiscal Years.

SECTION 5.02. SEVERABILITY. 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 5.03. CONFLICT. All resolutions or parts of resolutions on in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 5.04. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

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**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,
FLORIDA, THIS 14th DAY OF JULY, 2021.**

CITY OF TAMARAC FLORIDA

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM. GELIN	_____
DIST 3: V/M. VILLALOBOS	_____
DIST 4: COMM. PLACKO	_____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

JOHN R. HERIN, JR.
CITY ATTORNEY

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published on August 16, 2020

[MAP OF STORMWATER SERVICE AREA]

**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF STORMWATER UTILITY MANAGEMENT FEES**

Notice is hereby given that the City Commission of City of Tamarac, Florida (“City”), will conduct a public hearing to consider imposing Stormwater Utility Management Fees within the City of Tamarac, as shown above, and collecting such on the annual Property Tax Bills.

The hearing will be held at 5:05 p.m. on September 14, 2020, in the Commission Chambers of Tamarac City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida, 33321 for the purpose of receiving public comment on the proposed Stormwater Utility Management Fees. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk’s office at (954) 597-3505 at least 48 hours (2 days) prior to the date of the hearing.

The Stormwater Utility Management Fees have been proposed to fund the City’s cost to provide Stormwater Management Service within the City of Tamarac, as shown above. The Stormwater Utility Management Fees are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the rooftop, patios, driveways, parking lots, and similar areas. The City has determined that the average Residential

Property in the Stormwater Service Area includes 1,830 square feet of impervious surface, which is defined as the “Equivalent Stormwater Unit” or “ERU Value.” The annual Stormwater Utility Management Fee rate for the Fiscal Year beginning October 1, 2020, will be \$135.53 for each ERU. Each residential property in the City will be charged for one ERU, which is \$135.53 for the Fiscal Year beginning October 1, 2020.

Generally, the number of ERUs was calculated for each parcel of Nonresidential Property by dividing the impervious surface area by the ERU value of 1,830 square feet. For Undeveloped Property, the amount of Stormwater Utility Management Fee shall be 1.6237 ERUs per acre or portion thereof. A more specific description is set forth in Chapter 22 of the City’s Code of Ordinances, and the Preliminary Fee Resolution adopted by the City Commission on July 8, 2020. Copies of the Ordinance, the Preliminary Fee Resolution and the Stormwater Utility Management Fee Roll are available for inspection at the City Clerk’s Office, City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321.

The Stormwater Utility Management Fees will be collected on the ad valorem tax bill to be mailed in November 2020, as authorized by section 197.3632, Florida Statutes. Failure to pay the Stormwater Utility Management Fees will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Finance Department at (954) 597-3550, Monday through Friday between 8:30 a.m. and 5:00 p.m.

**CITY CLERK
OF TAMARAC, FLORIDA**



Title - TR13625 FY 2022 Preliminary Solid Waste Assessment Resolution

A Resolution of The City Commission of The City Of Tamarac, Florida, relating to the provision of residential Solid Waste Collection Services and facilities and programs in The City Of Tamarac, Florida; providing for purpose and definitions; providing for legislative determinations; establishing the estimated rate for the residential Solid Waste Collection Services Assessment for the fiscal year beginning October 1, 2021; directing the preparation of a Residential Solid Waste Collection Services special assessment roll; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13625 - Memo - FY 2022 Preliminary Solid Waste Assessment Resolution	6/30/2021	Cover Memo
TR13625 - Reso - FY 2022 Preliminary Solid Waste Assessment Resolution	6/30/2021	Resolution

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATIVE DIVISION

To: Michael C. Cernech, City Manager
From: Christine Cajuste, Interim Director Financial Services
Date: June 30, 2021
Re: FY 2022 Solid Waste Special Assessments – TR #13625

Recommendation:

The Director of Financial Services recommends that TR#13625 Residential Solid Waste Collection Services Assessment Fiscal Year beginning October 1, 2021 be placed on the agenda for July 14, 2021 for approval.

Issue:

On April 25, 2012, the City Commission adopted Ordinance No. 2012-09 providing for the home rule authority of the City to impose Residential Solid Waste Collection Services Special Assessments against Residential property with the City. TR #13625 describes the method of assessing the Residential Solid Waste Collection Services costs against assessed property located within the City, directs the preparation of an assessment roll, authorizes a public hearing, and directs the provision of a notice for the public hearing.

Background:

On April 25, 2012, the City Commission adopted Ordinance No. 2012-09 providing for the home rule authority of the City to impose Residential Solid Waste Collection Services Special Assessments against Residential property with the City.

This assessment is an equitable and efficient method of allocating and collecting the Residential Solid Waste Collection Services Assessed Cost among parcels of assessed property. This resolution constitutes the preliminary assessment resolution initiating the process for developing the Residential Solid Waste Collection Services Special Assessment Roll and directs the imposition of a Residential Solid Waste Collection Services Assessment, for the Fiscal Year beginning October 1, 2021. Residential Property means those tax parcels with a code description designated as “residential” within the improvement codes that receive residential solid waste collection services by the City through its franchise agreement; provided that multi-family residential properties that receive commercial solid waste collection services (volume-based) are not included in the definition of “Residential Property” for purposes of the Residential Solid Waste Collection Special Assessment.

In order to impose this Residential Solid Waste Collection Services special assessment, the ordinance requires the City Commission to adopt an annual rate resolution each fiscal year which occurs during its budget adoption process. The Resolution establishes the rate of assessment and approves the assessment roll for the upcoming fiscal year, with such amendments as the City Commission deems appropriate after hearing comments of all interested parties. Accordingly, an updated assessment roll must be made available for inspection by the public and a notice of public hearing must be published and mailed as required by the terms of the Ordinance providing notice to all interested persons of an opportunity to be heard. TR #13625 establishes these functions and sets the public hearing date for September 13, 2021 at 5:05 p.m. in the City Commission Chambers and coincides with the first public hearing of the FY 2022 Millage Rate and Budget.

The proposed Residential Solid Waste Collection Services special assessment for Fiscal Year 2022 is \$278.75 which is the same rate as Fiscal Year 2021 and includes the cost of RecycleBank approved by the City Commission.

Fiscal Impact:

This assessment sets the residential rate per unit at \$278.75. The Residential Solid Waste Collection Services Special Assessment will provide estimated gross revenue in the amount of \$5,094,472.56. The City has a Franchise Agreement with Waste Management, Inc. of Florida and these costs are considered to be a pass-through cost for Residential Collection Services. In addition, the City pays the disposal fee per ton directly to Wheelabrator as part of the collection services and is considered to be a pass-through cost. As such, there is no budget associated with these pass-through services.

After approval of the final assessment resolution, the non-ad valorem assessment roll will be certified and sent to the Tax Collector.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS IN THE CITY OF TAMARAC, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE RESIDENTIAL SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF A RESIDENTIAL SOLID WASTE COLLECTION SERVICES SPECIAL ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Tamarac Ordinance No. 2012-09, adopted on April 25, 2012, provides for the home rule authority of the City “to impose Residential Solid Waste Collection Services Special Assessments against Residential property located within the City,” and provides findings of special benefit to real property as a result of such services; and,

WHEREAS, the City has in place a Franchise Agreement with Waste Management, Inc. of Florida (hereinafter “Waste Management”), pursuant to which the City provides Residential Solid Waste Collection Services to, among others, all residential properties that receive Residential Solid Waste Collection Services within the City; and,

WHEREAS, the City Commission believes it is in the best interests of the residents and residential property owners to annually collect funds for the costs of the City’s Residential Solid Waste Collection Services to all residential units that receive Residential Solid Waste Collection Services by the City, through its Franchise Agreement, through the levy and collection of a special

assessment, as such eliminates direct monthly billing and charges to residents, permits the payment for the services on an annual basis along with property taxes and other special assessments, reduces the administrative costs of the Residential Solid Waste Collection Program to the City, and ensures that all properties that receive Residential Solid Waste Collection Services from the City through the Franchise Agreement pay for such so that no property is over-charged by virtue of the failure of other properties to pay for the service; and,

WHEREAS, Residential Solid Waste Collection Services provided by the City through its Franchise Agreement provide the requisite special benefit to Assessed Property such that they may be funded through a special assessment; and,

WHEREAS, Resolution 2012-87, adopted by the City Commission on July 11, 2012, served as the Initial Assessment Resolution for the Residential Solid Waste Collection Services Special Assessment, and established applicable definitions for the annual Residential Solid Waste Collection Services Special Assessment, set forth legislative findings of fact to support the annual levy and collection of the Residential Solid Waste Collection Services Special Assessment, described the services to be funded by the Residential Solid Waste Collection Services Special Assessment, and described the methodology for apportioning the Residential Solid Waste Collection Services Cost among Assessed Properties; and,

WHEREAS, through the adoption of Resolution 2012-104, on September 13, 2012, the City Commission levied the Residential Solid Waste Collection Services Special Assessment for the initial year of the assessment, the Fiscal Year that began on October 1, 2012; and,

WHEREAS, City staff has reviewed the budget for Residential Solid Waste Collection Services for the Fiscal Year beginning October 1, 2021, for residential units that receive Residential Solid Waste Collection Services by the City through the Franchise Agreement to ensure that the Residential Solid Waste Collection Services Special Assessment meets the legal requirements for special benefit and fair apportionment; and,

WHEREAS, the City Commission determines that it is fair and equitable to levy and collect the annual non-ad valorem special assessment for the Fiscal Year beginning October 1, 2021, to fund the Residential Solid Waste Collection Services provided by the City through its Franchise Agreement, consistent with the methodology and allocation as provided hereinafter.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the City Commission and incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Ordinance No. 2012-09 (the "Ordinance"), Resolution 2012-87 (the "Initial Assessment Resolution"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE. This Resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance which sets forth the preliminary assessment rates for the Fiscal Year beginning October 1, 2021, sets forth the date, time and location for the City Commission to consider public comments on the adoption of the Annual Assessment Resolution, provides for the update to the annual Assessment Roll, and directs notice of the public hearing as may be required by law and the Ordinance.

SECTION 4. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance and the Initial Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 5. PROVISION AND FUNDING OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES.

(A) Upon the imposition of the Residential Solid Waste Collection Services Assessment for Residential Solid Waste Collection Services upon Assessed Property located within the City, the City shall continue to provide Residential Solid Waste Collection Services to such Assessed Property through the Franchise Agreement. The cost to provide such Residential Solid Waste Collection Services shall be funded from the proceeds of the Residential Solid Waste Collection Services Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City's provision of Residential Solid Waste Collection Services in an amount not less than the Residential Solid Waste Collection Services Assessment imposed against such parcel through this Preliminary Assessment Resolution.

SECTION 6. IMPOSITION AND COMPUTATION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES ASSESSMENTS. Residential Solid Waste Collection Services Assessments shall be imposed against all Residential units that receive Residential Solid Waste Collection Services, as provided herein. The Cost Apportionment described in the Initial Assessment Resolution is approved and adopted as the methodology to impose and compute the Residential Solid Waste Collection Services Assessment for the Fiscal Year beginning October 1, 2021.

SECTION 7. LEGISLATIVE DETERMINATIONS OF AUTHORITY, SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative findings of authority, special benefit and fair apportionment made by the City Commission through its adoption of the Ordinance and the Initial Assessment Resolution, are incorporated herein as if fully set forth herein.

SECTION 8. COST APPORTIONMENT METHODOLOGY. The Franchise Agreement provides for an annual charge to the Assessed Properties for the Residential Solid Waste Collection Services provided by the City through its Franchise Agreement. The Residential Solid Waste Collection Services Assessed Costs include other costs associated with the Residential Solid Waste Collection Special Assessment, which are then allocated to the Assessed Properties in addition to the annual charge in the Franchise Agreement to determine the Assessment Amount. The Assessment Amount is then multiplied by the number of Residential units on such Tax Parcel. For the Fiscal Year commencing October 1, 2021.

SECTION 9. DETERMINATION OF RESIDENTIAL SOLID WASTE COLLECTION ASSESSED COSTS; ESTABLISHMENT OF ANNUAL RESIDENTIAL SOLID WASTE COLLECTION ASSESSMENT RATES.

(A) The Residential Solid Waste Collection Service Assessed Costs to be assessed and apportioned among Assessed Properties pursuant to the Cost Apportionment for the Fiscal Year commencing October 1, 2021, is the amount determined in the manner described in Section 8 above, and within in the Estimated Residential Solid Waste Collection Services Assessment Rate Schedule, attached hereto as Appendix A. The approval of the Estimated Residential Solid Waste Collection Services Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Residential Solid Waste Collection Services Assessed Costs.

(B) The estimated Residential Solid Waste Collection Services Assessments specified in the Estimated Residential Solid Waste Collection Services Assessment Rate Schedule are hereby established to fund the specified Residential Solid Waste Collection Services Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2021.

(C) The estimated Residential Solid Waste Collection Services Assessments established in this Preliminary Assessment Resolution shall be the estimated assessment rates applied by the Assessment Coordinator in the preparation of the updated Residential Solid Waste Collection Services Special Assessment Roll for the Fiscal Year commencing October 1, 2021, as provided in Section 10 of this Preliminary Assessment Resolution.

SECTION 10. ANNUAL RESIDENTIAL SOLID WASTE COLLECTION SERVICES SPECIAL ASSESSMENT ROLL.

(A) The Assessment Coordinator is hereby directed to prepare, or cause to be prepared, a Residential Solid Waste Collection Services Special Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in this Preliminary Assessment Resolution. The Assessment Coordinator shall apportion the estimated Residential Solid Waste Collection Service Assessed Cost to be recovered through Residential Solid Waste Collection Services Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Ordinance, the Initial Assessment Resolution, and the updated Residential Solid Waste Collection Services Special Assessment Roll for the Fiscal Year beginning October 1, 2021, shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Residential Solid Waste Collection Services Special Assessment Roll proposed for the Fiscal Year commencing October 1, 2021, be in printed form if the amount of the Residential Solid Waste Collection Services Assessment for each parcel of property can be

determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Residential Solid Waste Collection Services Assessments for the City's Residential Solid Waste Collection Services as set forth in the Initial Assessment Resolution and incorporated and described within this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Residential Solid Waste Collection Services Assessed Cost among parcels of Assessed Property located within the City, as the methodology and apportionment assures that no property is assessed an amount greater than the benefit which it receives from the Residential Solid Waste Collection Services provided by the City through its Franchise Agreement.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 5:05 p.m., on September 13, 2021, in City Commission Chambers of Tamarac City Hall, 7525 Northwest 88th Avenue, City of Tamarac, Florida 33321, at which time the City Commission will receive and consider any comments on the Residential Solid Waste Collection Services Assessment from the public and affected property owners and consider imposing the Residential Solid Waste Collection Services Assessment for the Fiscal Year beginning October 1, 2021, and collecting such assessments on the same bill as ad valorem taxes.

SECTION 12. NOTICE BY PUBLICATION. As required by the Ordinance and the Uniform Assessment Collection Act, the City Manager, or his designee, shall publish notice of the public hearing authorized by Section 11 hereof, in the manner and time provided within the Ordinance. The notice shall be published no later than August 15, 2021, in substantially the form attached hereto as Appendix B.

SECTION 13. NOTICE BY MAIL. The City Manager, or his designee, shall ensure timely notice by use of the TRIM notice forwarded annually by the Property Appraiser's Office to

the Owner of each parcel of Assessed Property within the City as required by the Ordinance, and the Uniform Assessment Collection Act.

SECTION 14. PROOF OF NOTICE. The City Manager, or his designee, may provide proof of such notice by affidavit, if any is required pursuant to the Ordinance or other applicable law.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Residential Solid Waste Collection Services Assessments will be utilized for the provision of Residential Solid Waste Collection Services, facilities, and programs by the City, through its Franchise Agreement, as described herein.

SECTION 16. CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 17. SEVERABILITY. 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 18. EFFECTIVE DATE. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

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**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,
FLORIDA, THIS 14th DAY OF JULY, 2021.**

CITY OF TAMARAC FLORIDA

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM. GELIN	_____
DIST 3: V/M. VILLALOBOS	_____
DIST 4: COMM. PLACKO	_____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

JOHN R. HERIN, JR.
CITY ATTORNEY

APPENDIX A

ESTIMATED RESIDENTIAL SOLID WASTE COLLECTION SERVICES ASSESSMENT RATE SCHEDULE

**SECTION A-1 DETERMINATION OF RESIDENTIAL SOLID WASTE
COLLECTION SERVICES ASSESSED COSTS.** The estimated Residential Solid Waste
Collection Services Assessed Costs to be assessed for the Fiscal Year commencing October 1,
2021, is **\$5,083,843.**

**SECTION A-2 ESTIMATED RESIDENTIAL SOLID WASTE COLLECTION
SERVICES ASSESSMENTS.** The estimated Residential Solid Waste Collection Services
Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost
Apportionment Methodology to generate the estimated Residential Solid Waste Collection
Services Assessed Cost for the Fiscal Year commencing October 1, 2021, are hereby established
as follows for the purpose of this Preliminary Assessment Resolution:

RESIDENTIAL UNITS: **\$278.75 PER UNIT**

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To be published on August 15, 2021

INSERT MAP OF CITY

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Tamarac will conduct a public hearing to consider imposing the annual Residential Solid Waste Collection Services Special Assessments for the Fiscal Year beginning October 1, 2021, upon Residential Units that receive Residential Solid Waste Collection Services, for the provision by the City of Residential Solid Waste Collection Services to such properties within the City of Tamarac.

The hearing will be held at 5:05 p.m., on September 13, 2021, in Commission Chambers of Tamarac City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (954) 597-3505, at least 48 hours (2 days) prior to the date of the hearing.

The assessment for each parcel of residential property that receives Residential Solid Waste Collection Services from the City will be based upon the total number of Residential units attributed to that parcel, at the amount of \$278.75 per unit.

Copies of the Assessment Ordinance, the Initial Assessment Resolution, the Preliminary Assessment Resolution, and the Preliminary Residential Solid Waste Collection Services Special Assessment Roll are available for inspection at the City Clerk's Office, Tamarac City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321.

The assessments will be collected by the Tax Collector on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Finance Department, at (954) 597-3550, Monday through Friday between 8:30 a.m. and 5:00 p.m.

CITY CLERK

CITY OF TAMARAC.



Title - TR13626 FY 2022 Preliminary Nuisance Abatement Assessment Resolution

A Resolution of The City Commission of The City Of Tamarac, Florida, relating to the provision of Nuisance Abatement on certain real properties by The City in accordance with Chapter 9, Article II, Division V of The City's Code Of Ordinances; determining that certain real property has been specially benefited by The City's Abatement Of Nuisances thereon; directing The City Manager to prepare or direct the preparation of a preliminary Nuisance Abatement Assessment Roll; establishing a Public Hearing for the proposed levy of unpaid nuisance Abatement Assessments on the annual tax bill and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13626 - Memo - FY 2022 Preliminary Nuisance Abatement Assessment	6/30/2021	Cover Memo
TR13626 - Reso - FY 2022 Preliminary Nuisance Abatement	6/30/2021	Resolution

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATIVE DIVISION

To: Michael C. Cernech, City Manager
From: Christine Cajuste, Interim Director Financial Services
Date: June 25, 2021
Re: FY 2022 Nuisance Abatement Special Assessments – TR #13626

Recommendation:

The Director of Financial Services recommends that TR# 13626 Nuisance Abatement Special Assessment be placed on the agenda for July 14, 2021 for approval.

Issue:

On May 9, 2012, the City Commission adopted Ordinance No. 2012-10 providing for the home rule authority of the City to impose Special Assessments against Residential property within the City for costs expended in cleaning up a property that meet the definition of a Public Nuisance.

Background:

The City of Tamarac expends funds to abate public nuisances on a regular basis. The City generally recovers the funds expended by placing a lien on the property pursuant to Chapter 162 F.S.

On May 9, 2012, the City Commission adopted Ordinance No. 2012-10 providing for the home rule authority of the City to impose Special Assessments against Residential property within the City for costs expended in cleaning up a property that meet the definition of a Public Nuisance.

Between June 1, 2020 and May 31, 2021, the Code Enforcement Division of the Department of Community Development abated public nuisances on two (2) properties at a cost of \$1,535.00. City staff complied with the terms and conditions of the Ordinance, including all notices and collection efforts set forth therein.

This assessment is an equitable and efficient method of collecting the costs expended by the City of Tamarac to abate public nuisances on the property. This resolution constitutes the preliminary assessment resolution initiating the process for developing the Nuisance Abatement Special Assessment Roll and directs the imposition of a Nuisance Abatement Assessment for the Fiscal Year beginning October 1, 2021.

In order to impose the Nuisance Abatement Special Assessment, the ordinance requires the City Commission to adopt an assessment resolution when fees are outstanding as of June 1 each fiscal year which occurs during its budget adoption process.

The Resolution establishes and approves the assessment roll for the upcoming fiscal year with such amendments as the City Commission deems appropriate after hearing comments from all interested parties. Accordingly, an updated assessment roll must be made available for inspection by the public and a notice of public hearing must be published and mailed as required by the terms of the Ordinance providing notice to all interested persons of an opportunity to be heard. TR #13626 establishes these functions and sets the public hearing date for September 13, 2021 at 5:05 p.m. in the City Commission Chambers and coincides with the first public hearing of the FY 2022 Millage Rate and Budget.

The total amount of the assessment is \$3,582.88 and includes the Broward County Property Appraiser fee, the Tax Collector Fee, an administrative fee to develop the assessment, and a gross up for the discounts authorized by Florida Statutes when paid early.

Fiscal Impact:

This assessment sets individual fees against real property in the City for the cost of abating public nuisances by the City of Tamarac. The Nuisance Abatement Special Assessment will provide estimated gross revenue in the amount of \$3,582.88.

After approval of the final assessment resolution, the non-ad valorem assessment roll will be certified and sent to the Tax Collector.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. 2021 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RELATING TO THE PROVISION OF NUISANCE ABATEMENT ON CERTAIN REAL PROPERTIES BY THE CITY IN ACCORDANCE WITH CHAPTER 9, ARTICLE II, DIVISION V OF THE CITY'S CODE OF ORDINANCES; DETERMINING THAT CERTAIN REAL PROPERTY HAS BEEN SPECIALLY BENEFITED BY THE CITY'S ABATEMENT OF NUISANCES THEREON; DIRECTING THE CITY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF A PRELIMINARY NUISANCE ABATEMENT ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED LEVY OF UNPAID NUISANCE ABATEMENT ASSESSMENTS ON THE ANNUAL TAX BILL AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. PURPOSE AND DEFINITIONS. This resolution constitutes the Initial Nuisance Abatement Assessment Resolution in order to collect the Nuisance Abatement Special Assessment on the annual Property Tax Bill using the Uniform Assessment Collection Act. All capitalized words and terms shall have the meanings set forth in the Chapter 9, Division V of the City's Code of Ordinances (the "Ordinance"). As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Abatement" means the City's actions to reduce and/or eliminate a Nuisance on Assessed Properties.

“Assessed Properties” means those real properties within the City on which the City has abated nuisances pursuant to the Ordinance and which have been assessed the City’s costs of abating the nuisances on such property pursuant to the Ordinance.

“Nuisance” means those conditions on properties that are declared to be nuisances and menaces within the Ordinance and those conditions prohibited on real property by the Ordinance.

“Ordinance” means Ordinance 2012-10, adopted by the City Commission on May 9, 2012, as may be amended from time to time, and codified as Chapter 9, Article II, Division V of the City’s Code of Ordinances.

“Uniform Assessment Collection Act” means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this resolution; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. LEGISLATIVE FINDINGS. It is hereby ascertained, determined, and declared that:

(A) The general and legislative findings and declarations set forth in the Ordinance are incorporated and relied upon herein.

(B) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City Commission has all powers of local self-

government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of City ordinances or resolutions.

(C) The City Commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Commission may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Nuisance Abatement Services.

(D) The special benefits of Nuisance Abatement services provided by the City to the Assessed Properties include, but are not limited to: (1) the alleviation of imminent public-health threats; (2) alleviating the accumulation of trash, junk and debris, the excess growth of grass, and any unsafe or unsanitary conditions; (3) removal of piles of debris and wood; and (4) addressing stagnant water on site, particularly in pools. These items, if not addressed and abated, reduce the value of the Assessed Property, increase liability risks to property owners, and are expenditures made by the City that the property owner ultimately is responsible for paying.

(E) The Abatement of Nuisances by the City is necessitated by the existence of Nuisances on the Assessed Properties. Accordingly, it is fair and reasonable to assess the Assessed Properties for the City's Actual Cost of Abatement on the Assessed Properties.

(F) The Nuisance Abatement Special Assessment authorized by the Ordinance and this Initial Assessment Resolution provide an equitable method of recovering the City's Actual Costs of Nuisance Abatement from Assessed Properties by fairly and reasonably allocating the Actual Cost of Nuisance Abatement to the Assessed Property on which the Nuisance was abated.

ARTICLE II

NUISANCE ABATEMENT SPECIAL ASSESSMENT

SECTION 2.01. IMPOSITION AND COMPUTATION.

(A) A Nuisance Abatement Special Assessment has been imposed on two (2) Assessed Properties pursuant to the Ordinance. The City has complied with the terms of conditions of the Ordinance, including all notices and collection efforts set forth therein. The City is using the Uniform Assessment Collection Act to collect the Nuisance Abatement Special Assessment on those properties for which the property owners have not paid the special assessment as required by the Ordinance.

(B) The Actual Cost shall be assessed against each Assessed Property within the City, which represents the special benefit accruing to such Assessed Property from the City's Abatement of Nuisances on the Assessed Property during the 2020-2021 Fiscal Year. The Special Assessment on each of the two (2) Assessed Properties is set forth in Appendix "A" hereto.

SECTION 2.03. NUISANCE ABATEMENT ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or direct the preparation of, the Nuisance Abatement Assessment Roll for the Nuisance Abatement Special Assessment, which will reflect the Actual Costs levied on the Assessed Properties within the City. A copy of this Initial Assessment Resolution and the Nuisance Abatement Assessment Roll shall be maintained on file in the Office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Nuisance Abatement Assessment Roll be in printed form if the amount of the Nuisance Abatement Special Assessment for each Assessed Property can be determined by use of an available computer terminal.

SECTION 2.04. METHOD OF COLLECTION

All Nuisance Abatement Special Assessments identified in Appendix “A” hereto shall be collected using the Uniform Assessment Collection Act.

ARTICLE III

NOTICE AND PUBLIC HEARING

SECTION 3.01. PUBLIC HEARING. There is hereby established a public hearing to be held at 5:05 p.m. on September 13, 2021, at Tamarac City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321, to consider collection of the Nuisance Abatement Special Assessment on Assessed Properties pursuant to this Initial Resolution.

SECTION 3.02. NOTICE BY PUBLICATION. The City Manager, or his designee, shall publish a notice of the public hearing authorized by Section 3.01 hereof in the manner and the time provided in the Ordinance. The published notice shall be in substantially the form attached hereto as Appendix B.

SECTION 3.03. NOTICE BY MAIL. The City Manager, or his designee, shall, at the time and in the manner specified in the Ordinance, provide mailed notice of the public hearing authorized by Section 3.01 hereof to each property owner of Assessed Properties at the address indicated on the Tax Roll.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. SEVERABILITY. 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 4.02. CONFLICT. All resolutions or parts of resolutions on in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 4.03. EFFECTIVE DATE. 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 14th DAY OF JULY 2021.

CITY OF TAMARAC FLORIDA

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM. GELIN	_____
DIST 3: V/M. VILLALOBOS	_____
DIST 4: COMM. PLACKO	_____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

JOHN R. HERIN, JR.
CITY ATTORNEY

APPENDIX A

NUISANCE ABATEMENT SPECIAL ASSESSMENT ASSESSED PROPERTIES

Property ID Number	Assessment Roll
4941 04 42 0230	\$ 2,803.93
4941 03 09 1160	\$ 778.96
Total Assessment	\$ 3,582.88

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To Be Published on August 15, 2021

[MAP OF CITY]

**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS
FOR NUISANCE ABATEMENT**

Notice is hereby given that the City Commission of City of Tamarac, Florida (“City”), will conduct a public hearing to consider collecting Nuisance Abatement Special Assessments within the City of Tamarac, on the two (2) Assessed Properties in the City as listed in the Initial Assessment Resolution adopted July 14, 2021, within the area of the City shown above.

The hearing will be held at 5:05 p.m. on September 13, 2021, in the City Commission Chambers of City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida, 33321 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk’s office at (954) 597-3505 at least 48 hours (2 days) prior to the date of the hearing.

The Nuisance Abatement Special Assessments have been imposed on two (2) properties within the City whereon the City expended funds to abate nuisances. Those Property Owners have received notice of the Nuisance Abatement Special Assessment and have not paid pursuant to the requirements of the City Ordinance 2012-10. As a result, the City is collecting the Nuisance Abatement Special Assessment using the Tax Bill solely on the two (2) properties within the City

on which the City has abated nuisances and the Property Owners have not paid the special assessment for the City's work as required by the Ordinance. Those two (2) properties are assessed the City's Actual Costs as defined in the Ordinance for abating the nuisance.

A list of the Assessed Properties, as well as copies of the Ordinance, the Initial Assessment Resolution and the Assessment Roll are available for inspection at the City Clerk's Office, Tamarac City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321.

The Nuisance Abatement Special Assessment on those two (2) Assessed Properties will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the Nuisance Abatement Special Assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Finance Department at (954) 597-3550, Monday through Friday between 8:30 a.m. and 5:00 p.m.

**CITY CLERK
CITY OF TAMARAC, FLORIDA**



Title - TO2475 - Amendment to Zoning Code to Ban Distribution, Sale or Use of Plastic Straws and Stirrers

An Ordinance of the City of Tamarac, Florida creating Article XVII. – entitled “Prohibition on Distribution, Sale or Use of Plastic Straws and Stirrers”, of Chapter 12 – Licenses and Business regulations, of the Code of Ordinances of the City of Tamarac; providing limitations on the distribution, use, and sale of plastic straws and stirrers within the City; providing for conflicts; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
1 - TO - Memo-CD	6/30/2021	Cover Memo
2 - TO - Straw Ban Ordinance	6/30/2021	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21 06 012M
COMMUNITY DEVELOPMENT

TO: Michael Cernech,
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: June 17, 2021

RE: Amendment to Zoning Code to Ban Distribution, Sale or Use of Plastic Straws and Stirrers. **Temp. Ordinance No. 2475**

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt on First Reading the proposed text amendment to Chapter 12, of the City's Code of Ordinances, at its July 14, 2021 meeting and on Second Reading at its August 25, 2021 meeting.

Issue: To ban the distribution, sale and use of plastic straws and stirrers in commercial establishments within the City of Tamarac.

Background: Plastic is commonly transported into the ocean and waterways from land-based sources, both directly and via river systems and wastewater treatment effluent according to *Microplastics as contaminants in the marine environment: A review* published in the Marine Pollution Bulletin in 2011. Over 663 species including the majority of sea turtles, marine mammals, and seabirds are known to be impacted by plastic, either by ingesting or becoming entangled in plastic debris as set forth in research on the Impacts of Marine Debris on Biodiversity: Current Status and Potential Solutions, Montreal, Technical Series No. 67 published by the Secretariat of the Convention on Biological Diversity in collaboration with the Scientific and Technical Advisory Panel—GEF (2012)

In 2015 Science Magazine published a report titled "*Plastic waste inputs from land into the ocean*" indicating approximately 8.8 million tons of plastic pollution flows into the ocean each year, and this amount is expected to double by 2025. The report also indicated that only 9% of the plastic produced to date has been recycled. The U.S. EPA in 2014 in its *Advancing Sustainable Materials Management: Facts and Figures Report* indicated that annual recycling rates in the U.S. have stagnated at around 9% since 2012.

Reducing the distribution of plastic beverage straws and stirrers provided to customers decreases the amount of plastic that may end up in our environment through solid waste, litter, windblown debris, and overflowing trash cans.

Policy 1.1 of the City's Comprehensive Plan requires the City to monitor and review the land development regulations to identify any ways in which the codes require actions which are not

sensitive to the environment and ways in which actions to protect the environment can be improved.

To that end, Staff is proposing a text amendment to the Code to ban the distribution, sale and use of plastic straws and stirrers in commercial establishments within the City of Tamarac.

Analysis: The following summarizes the proposed changes in the Legislative Draft Ordinance (attached):

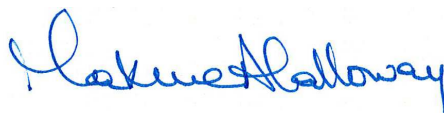
Article XVII entitled “Prohibition on Distribution, Sale and Use of Plastic Straws and Stirrers” is created in Chapter 12 of the City’s Code to allow for the ban on plastic straws and stirrers. In addition, several definitions are also enumerated in Section 12-389 to provide for the proper description of certain terms used throughout the new Article.

Section 12-390 provides for certain exceptions as further enumerated in the attached draft Ordinance. In addition, Section 12-391 provides for an extensive education campaign of a total of 1 year with 6 months allocated for the City to engage in public educational efforts, with actual enforcement not commencing for 1 year after the adoption of the Code.

Finally, Section 12-392 provides for enforcement consistent with Chapter 2, Article III, Division 2 of our existing Code of Ordinances.

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt the proposed text amendment to the City’s Code of Ordinances on First Reading at its July 14, 2021 meeting and on Second Reading at its August 25, 2021 meeting. The proposed code amendment is consistent with City of Tamarac Comprehensive Plan Policy 1.1 which requires the City to monitor and review the land development regulations to identify any ways in which the codes require actions which are not sensitive to the environment and ways in which actions to protect the environment can be improved.

Fiscal Impact: Of the **1,831** active businesses in the City, almost **600** Commercial Establishments will be affected by enforcement of the legislation, requiring at least the addition of (1) one part time Code Officer at a cost of **\$24,630** annually.



Maxine A. Calloway,
Director of Community Development

MAC/atj

Attachment: Temporary Ordinance No. 2475/ Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TAMARAC, FLORIDA CREATING ARTICLE XVII. – ENTITLED “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS AND STIRRERS”, OF CHAPTER 12 – LICENSES AND BUSINESS REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF TAMARAC; PROVIDING LIMITATIONS ON THE DISTRIBUTION, USE, AND SALE OF PLASTIC STRAWS AND STIRRERS WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is committed to environmental stewardship and leadership; and

WHEREAS, Policy 1.1 of the City’s Comprehensive Plan requires the City to monitor and review the land development regulations to identify any ways in which the codes require actions which are not sensitive to the environment and ways in which actions to protect the environment can be improved; and

WHEREAS, in 2015 Science Magazine published a report titled “*Plastic waste inputs from land into the ocean*” indicating approximately 8.8 million tons of plastic pollution flows into the ocean each year, and this amount is expected to double by 2025 (<https://doi.org/10.1126/science.1260352>); and

WHEREAS, the report also indicated that only 9% of the plastic produced to date has been recycled; and

WHEREAS, the U.S. EPA in 2014 in its *Advancing Sustainable Materials Management: Facts and Figures Report* indicated that annual recycling rates in the U.S.

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CODING: Words in ~~strike-through~~ type are deletions from existing law; Words in underlined type are additions.

have stagnated at around 9% since 2012 (https://www.epa.gov/sites/production/files/2016-11/documents/2014_smmfactsheet_508.pdf); and

WHEREAS, plastic is commonly transported into the ocean from land-based sources, both directly and via river systems and wastewater treatment effluent according to *Microplastics as contaminants in the marine environment: A review* published in the Marine Pollution Bulletin in 2011 (<http://dx.doi.org/10.1016/j.marpolbul.2011.09.025>); and

WHEREAS, over 663 species including the majority of sea turtles, marine mammals, and seabirds are known to be impacted by plastic, either by ingesting or becoming entangled in plastic debris as set forth in research on the *Impacts of Marine Debris on Biodiversity: Current Status and Potential Solutions*, Montreal, Technical Series No. 67 published by the Secretariat of the Convention on Biological Diversity in collaboration with the Scientific and Technical Advisory Panel—GEF (2012) (<https://www.cbd.int/doc/publications/cbd-ts-67-en.pdf>); and

WHEREAS, the City Commission finds that it is in the public interest, safety, and welfare to reduce litter and pollutants on the lands and in the waters of the City; and

WHEREAS, discarded plastic straws and stirrers threaten wildlife and marine life; and degrade and litter the inland canals and waterways and eventually the beaches and waters off of Florida's coast, which include canals and waterways within the City; and

WHEREAS, the use, sale, and distribution of plastic straws and stirrers has a detrimental effect on the City's environment; and

WHEREAS, the City Commission finds that there are reasonable, environmentally- friendly alternatives to plastic straws and stirrers; and

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WHEREAS, the City Commission seeks to further preserve and enhance the City's environment by prohibiting the sale or use of single-use plastic straws and stirrers by contractors, special event permittees and businesses located within the City; and

WHEREAS, the City of Tamarac finds a substantial interest in furthering the public health, safety and welfare by providing for the preservation and improvement of the environment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Article XVII, entitled Prohibition on Distribution, Sale or Use of Plastic Straws and Stirrers, of Chapter 12, of the Code of Ordinances of the City of Tamarac, Florida, is hereby created to provide as follows:

Chapter 12 – LICENSES AND BUSINESS REGULATIONS

Article XVII. – Prohibition on Distribution, Sale or Use of Plastic Straws and Stirrers

Sec. 12-389. - Definitions.

For purposes of this Article, the following definitions apply:

(1) *City Contractor* means a contractor, vendor, concessionaire of the City, or operator of a City facility or City property.

(2) *City Property* means any land, water, or air rights owned by the City, or any building, structure, park, waterbody, road, street, right-of-way, or other facility owned, operated or managed by the City.

(3) *Commercial Establishment* means an establishment used for commercial purposes, including but not limited to, bars, restaurants, offices, fitness clubs, retail stores, banks and financial institutions, supermarkets, hotels, and other establishments where food and/or beverages are provided directly to patrons whether such food is provided free of charge or sold.

(4) *Distribution or Distribute* means the vending, selling, giving or delivering for any purpose of a plastic straw or plastic stirrer, as defined in this Article, whether or not incident to the sale, vending or provision of any kind of liquid or beverage in a container.

(5) *Plastic Stirrer* means a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks), but does not include stirrers that are made from non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

(6) *Plastic Straw* means a tube, intended for only one-time use that is made predominantly of plastic derived from either petroleum or a biologically

based polymer, including polymers derived from corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. Single-use plastic beverage straw includes compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

(7) *Special Event Permittee* means any person or entity, and their subcontractor(s), issued a permit by the City under Article II, Division 3 of Chapter 15 of the City Code for a special event on City property, or in a City facility, or in the City's right-of-way.

Sec. 12-390 Plastic Straws and Plastic Stirrers Prohibited; Exceptions.

(1) No Plastic Straw or Plastic Stirrer shall be sold or distributed within the City in or by any commercial establishment, or at City property, or by any City Contractor or City Special Event Permittee.

(2) Exceptions. The prohibition in Section 12-390 (1) above shall not apply

to:

- a. pre-packaged drinks sold at commercial establishments or City Property; or
- b. medical or dental facilities; or
- c. school district or county, state, or federal governmental entities.
- d. where a reasonable accommodation is needed by an individual due to a medical or physical condition.

e. The requirements of this Article shall not restrict a City contractor from providing a beverage with, or offering the use of, a Plastic Straw or Plastic Stirrer upon request by or for an individual with a disability or medical condition that necessitates the use of a Plastic Straw or Plastic Stirrer. Such request does not require disclosure of the individual's disability.

f. This prohibition shall not apply to Plastic Straw or Plastic Stirrer used, provided, or given out by individuals who are Special Events Permittees for the purpose of hosting a small private event (150 people or less) (e.g. birthday party, family reunion).

g. Any City contract or concession agreement entered into prior to the effective date of this Article shall not be subject to the requirements of this Article, unless the City Contractor voluntarily agrees thereto. This Article shall not apply to contract extensions where the contractor has the option. If the City has the option of extension, however, the City Manager may consider whether the contractor complies or is willing to comply with subsection (b) (l) of this section in determining whether to extend the contract.

h. Where the Plastic Straw or Plastic Stirrer is wholly composed of products for which the regulation is preempted by State or Federal law.

Sec. 12-391 Public Education Prior to Enforcement.

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CODING: Words in ~~strike-through~~ type are deletions from existing law; Words in underlined type are additions.

(1) Following adoption of this Article and for a period of 6 months, the City shall engage in public education efforts deemed appropriate by the City to inform commercial establishments of the provisions of this Article and to provide assistance in identifying alternatives to Plastic Straws and Stirrers.

(2) Following the successful completion of the public education efforts and for a period of six (6) months, no commercial establishment shall distribute Plastic Straws except upon a customer's specific request.

Sec. 12-392 Enforcement; Penalties.

(1) The City's Code Enforcement division shall commence enforcing the provisions of this Article one (1) year after the adoption date of this Ordinance.

(2) Penalties for violations of the provisions of this Article shall be enforced through Code Compliance proceedings pursuant to Chapter 2, Article III, Division 2 of the City Code.

(3) The enforcement procedures outlined herein shall not be deemed to be prerequisites to the enforcement of this Article by any other means, including, but not limited to, injunction, abatement or as otherwise provided by state, county, administrative, and/or local laws.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of

competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 5. Codification. It is the intention of the City Commission of the City of Tamarac, Florida that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

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PASSED, FIRST READING this day of , 2021.

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CODING: Words in ~~strike-through~~ type are deletions from existing law; Words in underlined type are additions.

PASSED, SECOND READING this day of , 2021.

MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN
CITY ATTORNEY



Title - TO2476 - Ordinance Extending the Woodlands Overlay District Termination Date to Sunset and Terminate, Nunc Pro Tunc, Four (4) Years After the Effective Date of the Land Development Code

An ordinance of the City Commission of the City of Tamarac, florida extending the Woodlands Overlay District termination date, nunc pro tunc to July 12, 2022 by amending Chapter 10 of the City of Tamarac Code of Ordinances, entitled "Land Development Code" by amending Article 2, entitled "Zoning Districts" by specifically amending Section 10-2.7(C), entitled "Woodlands Overlay District", to sunset and terminate the woodlands overlay district four years after the effective date of the City of Tamarac Land Development Code, in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
1 - TO2476 - Memo Woodlands Overlay District	6/29/2021	Cover Memo
2 - TO2476 - Ordinance Woodlands Overlay District Termination Extension	6/29/2021	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21 06 009M
COMMUNITY DEVELOPMENT

TO: Michael Cernech
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: June 17, 2021

RE: Ordinance Extending the Woodlands Overlay District Termination Date to Sunset and Terminate, Nunc Pro Tunc, Four (4) Years After the Effective Date of the Land Development Code - **Temp. Ordinance No. 2476**

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt the proposed Ordinance extending the Woodlands Overlay District on First Reading at its July 14, 2021 meeting and on Second Reading at its August 25, 2021 meeting.

Issue: An extension of the sunset and termination date for the Woodlands Overlay District is needed to allow for sufficient time to develop an appropriate structure to replace the Woodlands Overlay (WO).

Background: Overlay zoning districts are superimposed over portions of one or more underlying base zoning districts in order to supplement generally applicable regulations with additional standards that address special area-specific conditions, features, or plans while maintaining the character and purposes of the underlying district. Some overlay districts include standards that modify or supersede standards applied by the underlying zoning district.

The purpose and intent of the Woodlands Overlay District is to create and establish specific regulations in addition to those requirements contained within the City Code of Ordinances that will serve to preserve the neighborhood character, promote its high quality and appearance, maintain property values and protect the public health, safety and welfare. The overlay district is not only intended to provide guidelines to ensure the preservation of the Woodlands community's visual integrity, but to also ensure that every property is maintained in accordance with the community standards.

The Woodlands Overlay District is intended to protect the existing aesthetics of the Woodlands community to ensure high-quality development compatible with the surrounding existing development. It contains general maintenance and construction standards for, carports, garages, parking, storage, buildings, additions, modifications, exterior paint colors, landscaping, and screening for residential properties within the community.

The City Commission took prior action to extend the Woodlands Overlay District as demonstrated by Ordinance No. 2432 on July 8, 2020. According to the previously adopted Ordinance, the Woodlands Overlay District was extended nunc pro tunc to sunset and terminate on July 12, 2021, three (3) years after the effective date of the Land Development Code. The Woodlands Development Agreement and Redevelopment Applications have been

submitted and are pending approval beyond the existing Overlay District's termination date. The COVID-19 Pandemic has significantly delayed the applications review by external entities including Broward County. The external delays have significantly impacted the development's advancement to City level review further necessitating preliminary action.


As such, more time is needed to develop an appropriate structure or mechanism which provides the same benefits of an overlay zoning district to replace the existing Woodlands Overlay District. Staff has determined that an additional amendment is needed to provide for the extension of the Ordinance to allow sufficient time to gauge the outcome of the Woodlands Redevelopment Land Use Plan Amendment and accompanying Redevelopment Application(s) to determine whether any of the overlay requirements could be rolled into the new Woodlands Development Agreement. If the Woodlands Redevelopment Application fails, then the existing Woodlands Overlay District would sunset and terminate on July 12, 2022.

Analysis: The following summarizes the proposed Ordinance Amendment (attached):

The Ordinance amends the sunset and termination provision of the Code (Section 10-2.7(C)) by extending the sunset and termination date of the Ordinance to July 12, 2022 or sooner, should the Woodlands Development Agreement and accompanying Redevelopment Applications be approved and adopted prior to the termination date of the existing Overlay District. All other provisions remain the same.

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt the Ordinance on First Reading on July 14, 2021 and on Second Reading on August 25, 2021 to effectuate an extension of the Woodlands Overlay District termination date.

Fiscal Impact: There will be no direct budgetary impact.



Maxine A. Calloway,
Director of Community Development

MAC/atj

Attachment: Temporary Ordinance No. 2476/ Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA EXTENDING THE WOODLANDS OVERLAY DISTRICT TERMINATION DATE, NUNC PRO TUNC TO JULY 12, 2022 BY AMENDING CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES, ENTITLED "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE 2, ENTITLED "ZONING DISTRICTS" BY SPECIFICALLY AMENDING SECTION 10-2.7(C), ENTITLED "WOODLANDS OVERLAY DISTRICT", TO SUNSET AND TERMINATE THE WOODLANDS OVERLAY DISTRICT FOUR YEARS AFTER THE EFFECTIVE DATE OF THE CITY OF TAMARAC LAND DEVELOPMENT CODE, IN CONFORMITY WITH THE CITY OF TAMARAC COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, overlay zoning districts are superimposed over portions of one or more underlying base zoning districts in order to supplement generally applicable regulations with additional standards that address special area-specific conditions, features, or plans while maintaining the character and purposes of the underlying district; and

WHEREAS, some overlay districts include standards that modify or supersede standards applied by the underlying district; and

WHEREAS, the purpose and intent of the Woodlands Overlay District is to create and establish specific regulations in addition to those requirements contained within the City Code of Ordinances that will serve to preserve the neighborhood character, promote its high quality and appearance, maintain property values and protect the public health, safety and welfare; and

WHEREAS, the Woodlands Overlay District is not only intended to provide

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guidelines to ensure the preservation of the Woodlands community's visual integrity, but to also ensure that every property is maintained in accordance with the community standards; and

WHEREAS, the Woodlands Overlay District was set to sunset and terminate in 2019 and was extended via Ordinance 2420, nunc pro tunc to July 12, 2020, two years after the effective date of the Land Development Code; and

WHEREAS, the current State of Emergency given the COVID-19 Pandemic has significantly delayed the review of the Woodlands Development Agreement and associated Redevelopment Applications by external entities including Broward County thereby delaying the Applications advancement through the development review process; and

WHEREAS, an additional extension of the Woodlands Overlay District was therefore needed; and

WHEREAS, the City Commission adopted Ordinance #2436, to extend the Woodlands Overlay District, which was set to sunset and terminate in 2020, nunc pro tunc to July 12, 2021, three years after the effective date of the Land Development Code; and

WHEREAS, more time is still needed to develop an appropriate structure or mechanism which provides the same benefits of an overlay zoning district to replace the Woodlands Overlay District; and

WHEREAS, the City Commission of the City of Tamarac (the "City") desires to further extend the termination date, of the Woodlands Overlay District to allow for the development of an appropriate structure or mechanism to replace the Woodlands Overlay District; and

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WHEREAS, the City Commission finds that amending the Code to extend the sunset and termination date of the Woodlands Overlay District, nunc pro tunc to July 12, 2022, four years after the effective date of the Land Development Code is in the best interests of the citizens and residents of the City of Tamarac.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 10, Article 2, Section 10-2.7(C), entitled "Woodlands Overlay District", of the City of Tamarac Code of Ordinances is hereby amended as follows:

10-2.7 - Overlay Zoning Districts

(C) **Woodlands Overlay District**

- (1) **General Purpose of Woodlands Overlay District.** The purpose and intent of the Woodlands Overlay District is to create and establish specific regulations in addition to those requirements contained within the City Code of Ordinances that will serve to preserve the neighborhood character, promote its high quality and appearance, maintain property values and protect the public health, safety and welfare. The overlay district is not only intended to provide guidelines to ensure the preservation of the Woodlands community's visual integrity, but to also ensure that every property is maintained in accordance with the community standards.
- (2) **Woodlands Overlay (WO) District Established.** The WO district is intended to protect the existing aesthetics of the Woodlands community to ensure high-quality development compatible with the surrounding existing development.
- (3) **Sunset and Termination of Overlay District.** This section shall sunset and the Woodlands Overlay District shall be terminated three four years after the effective date of this Code, unless, prior to the sunset date, the City Commission shall pass legislation to extend the district.

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED, FIRST READING this day of , 2021.

PASSED, SECOND READING this day of , 2021.

MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN
CITY ATTORNEY

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Title - TO2463 - Prohibition of Begging, Panhandling & Solicitation Ordinance

An Ordinance of the City of Tamarac, Florida, amending Chapter 14 of the City's Code of Ordinances entitled "Motor Vehicle and Traffic" by amending Article I, Section 14-3 Entitled "Activity Restricted on Certain Streets"; Prohibiting Begging, Panhandling and Solicitation In and Upon Certain Roadways and Rights-of-Way Within the City; providing for definitions; providing for findings and intent; providing for penalties; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TO2463 - Prohibition of Begging, Panhandling, & Solicitation Memo	7/8/2021	Cover Memo
TO2463 - Prohibition of Begging, Panhandling, & Solicitation Ord	7/8/2021	Ordinance

City of Tamarac
Interoffice Memorandum

To: Kathleen Gunn, Assistant City Manager, City of Tamarac
From: Lieutenant Jemeriah Cooper, Executive Officer, Broward Sheriff's Office
Date: July 8, 2021
Re: Right of Way Panhandler Solicitors Ordinance

Recommendation: The District Captain of the Broward Sheriff's Office Tamarac District recommends that the Mayor and City Commission adopt on First Reading the proposed text amendment to Chapter 14, Article I Section 14-3 of the City's Code of Ordinances, at its July 14, 2021 meeting and on Second Reading at its August 25, 2021 meeting.

Issue:

The Broward Sheriff's Office, Tamarac District, has received numerous complaints regarding members of the community panhandling, soliciting items, and obstructing the free movement and normal use of public streets or roadways by standing or approaching motor vehicles. The action of these individuals continues to cause danger to themselves, public health, and motorists.

Background:

In Spring 2015, The City Commission instructed staff to examine the adoption of a City Ordinance regarding solicitations on or about the City's roadways and corridors in light of the inherent danger such activity created. To ascertain whether there was in fact an issue concerning motor vehicle crashes and also motor vehicle vs. pedestrian incidents that rose to a level to create a safety concern for the public on specific major corridors, a traffic study was initiated by the Broward Sheriff's Office Tamarac District.

The traffic study conducted by the Broward Sheriff's Office determined that certain roadways, within the City posed the greatest threat to public safety and the free flow of traffic in connection with the activities of right-of-way solicitors and canvassers. As such, On July 8, 2015, the City Commission adopted Ordinance #2015-11, in an effort to protect the health, safety, and welfare of the pedestrians and drivers in the city, and to ensure the free flow of traffic on certain major corridors.

Since the Ordinance adoption, individuals have been observed panhandling or soliciting items, and obstructing vehicular traffic in the City of Tamarac. When observed, these violations were addressed by using Florida State Statute 316.2045(2) in conjunction with the City's Code. However, recent changes in Florida's Legislature has called for the Broward Sheriff's Office to discontinue the enforcement of section 316.2045(2). Since the enforcement of section 316.2045(2) ceased, the city of Tamarac has experienced an increase of violators obstructing vehicular traffic causing danger to themselves and motorists.

Summary Recommendation:

The Broward Sheriff's Office, Tamarac District, recommends the City of Tamarac update its ordinance to be consistent with State Statute and allow for the proper enforcement of panhandling, soliciting items, and obstructing vehicular traffic. It is not the intent of this recommendation to prohibit begging, panhandling, soliciting or selling items in public areas when such activities will not interfere with vehicular traffic.

Fiscal Impact:

The fiscal impact at this time is undetermined; however, staff is researching to determine the cost to prosecute these types of cases.

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 14 OF THE CITY'S CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES AND TRAFFIC" BY AMENDING ARTICLE I, SECTION 14-3 ENTITLED "ACTIVITY RESTRICTED ON CERTAIN STREETS"; PROHIBITING AGGRESSIVE BEGGING, PANHANDLING AND SOLICITATION IN AND UPON CERTAIN ROADWAYS AND RIGHTS-OF-WAY WITHIN THE CITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR FINDINGS AND INTENT; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac has a significant interest in protecting the health, safety and welfare of the pedestrians and drivers in the City, and ensuring the free flow of traffic within the City; and

WHEREAS, the City Commission finds that a dangerous condition exists when person(s) approach vehicles and vehicular travel lanes to solicit employment, business, or charitable contributions from drivers traveling on major streets and roadways; and

WHEREAS, on July 8, 2015, the City Commission adopted Ordinance O-2015-11, amending Chapter 14, Article 1, Section 14-3 of the Code of Ordinances prohibiting solicitations in and upon certain roadways and right-of-way within the City; and

WHEREAS, Ordinance O-2015-11 only covered the intersections of Commercial Boulevard, Nob Hill Road, McNab Road, Pine Island, and University Drive, or within 200 feet thereof; and

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WHEREAS, City Staff and Broward Sherriff Office (BSO) find the current regulations of begging, panhandling and solicitations in the City's roads and rights-of-way insufficient to address aggressive begging, panhandling, solicitation or selling items in public areas when such activities interfere with vehicular traffic and cause traffic safety and traffic flow concerns; and

WHEREAS, the City Commission of the City of Tamarac finds that this amendment is not intended to limit any persons from exercising their constitutional right to beg, panhandle or solicit funds, picket, protest or engage in other constitutionally protected activity or any lawful activity permitted pursuant to the Florida Statutes. Its goal is instead to provide for pedestrian safety and protect residents and visitors from the fear and intimidation accompanying certain kinds of begging, panhandling or solicitation that have become an unwelcome and overwhelming presence in the City, and to prohibit aggressive begging, panhandling and solicitation in certain public places based upon significant governmental interests; and

WHEREAS, the City Commission deems it to be in the best interests of the residents and visitors of the City to prohibit aggressive begging, panhandling and solicitation in and upon certain roadways and rights-of-way within the City.

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance. All exhibits attached hereto are expressly incorporated herein by reference and made a part hereof.

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Section 2. Chapter 14 Article I entitled “Motor Vehicles and Traffic”, Section 14-3, entitled “Activity Restricted on Certain Streets” of the Code of Ordinances of the City of Tamarac, is hereby amended as follows:

Sec. 14-3. - Right-of-way solicitation restricted ~~on certain streets.~~

~~(A) — Definitions. For the purposes of this section, “beg, panhandle, right-of-way canvasser or solicitor” shall mean any person who sells or offers for sale anything or service of any kind, or who seeks any donation of any kind, or some other article of value, by words, bodily gestures, signs or other means, or who personally hands to or seeks to transmit by hand or receive by hand anything or service of any kind, whether or not payment in exchange is required or requested, to any person who operates or occupies a motor vehicle of any kind, which vehicle is engaged in travel on or within any portion of any of the streets or roadways in the City, whether or not such vehicle is temporarily stopped in the travel lanes of the road. The term shall not apply to any person who merely holds or displays a sign lawfully permitted to be displayed by a person as long as there is no entry by such person or sign into any portion of the roadway or its median. Further, this term shall not apply to official citations or notices provided pursuant to governmental authority.~~

~~(B) — Prohibition of beggar, panhandler, right-of-way canvassers and solicitors.~~

~~(1) — Findings; purpose; intent.~~

~~(a) — The City Commission of the City of Tamarac desires to adopt an ordinance regulations restricting right-of-way beggars, panhandlers, canvassers and solicitors to certain streets and roadways located in the City because such beggars, panhandlers, canvassers and solicitors pose a danger to themselves and the public at large by interfering with the safe movement of normal vehicular traffic; and~~

~~(b) — According to the Florida Department of~~

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~~Highway Safety and Motor Vehicles 2007 Florida Traffic Crash Statistics Report, 530 pedestrians were killed on Florida roadways in 2007; 65 of those pedestrians were killed on roadways in Broward County; and~~

~~(c) — Based upon statistics collected by the Surface Transportation Policy Project, the Miami-Fort Lauderdale area is one of the most dangerous areas in the United States for pedestrians; and~~

~~(d) — According to the Florida Department of Highway Safety and Motor Vehicles in 2012 Broward County ranked first in Florida with 58 pedestrian fatalities.~~

~~(e) — For 2011 Broward County had 29 pedestrian fatalities ranking it fourth in the state, and 2010 saw 52 pedestrian fatalities in the county, placing Broward second in the state. Total crashes for the years 2010-2012 ranked Broward County second in the State of Florida~~

~~(f) — Numerous types of beggars, panhandlers, right-of-way canvassers and solicitors may seek to operate within the City of Tamarac, including, but not limited to, children, adolescents and adults who seek to collect money for school and community activities; vendors who sell flowers, newspapers and other products, and people who seek donations or distribute written information; and~~

~~(g) — Right-of-way beggars, panhandlers, canvassers and solicitors approach motorists and passengers in motor vehicles engaged in travel on roads, and are particularly susceptible and vulnerable to serious injury, or death due to the speed and number of motorists who operate vehicles on busy roads within the City; and~~

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~~(h) — Roads are primarily designed for vehicular traffic and are not suited to safely accommodate right of way beggars, panhandlers, canvassers, and solicitors; and~~

~~(i) — The presence of right of way beggars, panhandlers, canvassers and solicitors interferes with the safe movement of normal vehicular traffic; and~~

~~(j) — The road network in the City is substantially burdened by a high volume of traffic, and road design frequently includes complex vehicle turn movements that demand a driver's strict attention; and~~

~~(k) — It is the intention of the City Commission to use the least restrictive means to advance the significant governmental interests of traffic safety and public safety and, consequently City staff analyzed each of the major roads within the City and determined that all the State roads and any road in Tamarac that joins a state road as listed in subsection (C), below, present an increased and significant danger for use by distracted drivers, pedestrians and right of way beggars, panhandlers, canvassers and solicitors and pose the greatest threat to traffic and public safety in reference to activities and use by beggars, panhandlers, right of way canvassers and solicitors, and therefore the City Commission has determined that such activities and use by right of way vendors and solicitors shall be prohibited on the roads listed in subsection (C); and~~

~~(l) — It is the finding of the City Commission that many other alternative channels of communication (other than right of way canvassing and solicitation on the prohibited roadways) exist for persons who seek to exercise~~

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~~their First Amendment freedoms, such as, but by no means limited to, solicitation of funds or distribution of literature through the mail or at alternate locations (such as houses of worship, shopping areas and special events); the sale and/or distribution of newspapers through home or office delivery, vending machines and retail stores; and the sale of goods and services at retail stores, through the internet and from vending machines; and~~

~~(m) The City Commission desires to preserve and protect the personal safety and quality of life of its residents and of those who use streets within the City, both pedestrians and motorists alike; and~~

~~(n) The City Commission has reviewed the proposed regulations provided by this section and finds that such regulations accomplish the purposes intended while utilizing the least restrictive means; and~~

~~(o) The City Commission finds that it is in the best interests of the residents of the City to adopt this section.~~

~~(C) *Prohibited roadways Restrictions and Requirements.*~~

~~(1) It shall be unlawful for any person to act as a right of way beggar, canvasser, panhandler or solicitor, obstructing pedestrian or vehicular traffic and aggressively begging, panhandling, soliciting or offering to sell any items on any state road located in the City of Tamarac and any road in Tamarac that joins a state road. at or within 200 feet from the lateral curb or boundary line of any intersection located on the following roadways: Commercial Boulevard, McNab Road, Southgate Boulevard, Pine Island Road, State Road 7 (U.S. 441) and University Drive.~~

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~~(2) — Beggars, panhandlers or solicitors are prohibited from begging, panhandling or soliciting from any operator or occupant of a vehicle that is in traffic on a public street.~~

~~(3) — No person shall stand on a traffic median, bicycle path, public street, or right of way to beg, panhandle, solicit or sale items when in use by vehicular traffic.~~

~~(D) — Chapter 316, Florida Statutes. The enforcement of this section shall not, in any way, preclude the enforcement of Section 316.130(5), Florida Statutes, as applicable.~~

~~(E) — Enforcement and Penalties.~~

~~(1) — It shall be the duty of any police officer of the City to require any person seen begging, panhandling, soliciting or canvassing and who is not known by the officer to be duly permitted, to produce his solicitor's or canvasser's permit, and to enforce the provisions of this chapter against any person found in violation thereof.~~

~~(2) — Any person who violates any terms or provisions of this article shall be prosecuted in accordance with the procedures set forth in Ch. 162, F.S., or before a court of competent jurisdiction and, upon conviction of such violation before the judge of the county court, shall be subject to the penalties prescribed by the county judge. Each day of violation of any term or provision of this article shall constitute a separate and distinct violation.~~

(a) Legislative findings.

(1) The city commission recognizes a constitutional right to beg, panhandle, solicit or offer for sale items in a peaceful and non-threatening manner. However, the city commission further finds that the activity of begging, panhandling, soliciting, or selling items creates significant public health, welfare, safety concerns and crowd control problems when such activities are conducted on or near public streets which are in use by vehicular traffic because these activities involve the process of a person requesting a donation or responding to solicitation from an occupant or operator of a vehicle which is in traffic,

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that vehicle occupant or operator must consider the request or solicitation, and, if the vehicle occupant or operator decides to fulfill the request, that person must reach for a wallet, search for money, or write a check, all while that person and vehicle are located on a public street in use by vehicular traffic. Based on the foregoing, the city commission finds that the activity of begging, panhandling, soliciting or selling from or to occupants or operators of vehicles located on streets in use by vehicular traffic distracts drivers from their primary duty to watch traffic and potential hazards in the road, observe all traffic signals or warnings and move through the city's streets and intersections in a lawful and safe manner and creates a potential safety hazard and poses a substantial risk to the public, particularly pedestrians, and impedes the free flow of traffic on the streets within the city resulting in the delay and obstruction of the public's free flow of travel on the city's streets. The city commission further finds that the safety of beggars, panhandlers, solicitors, individuals selling items, pedestrians and operators and occupants of vehicles is at significant risk when such activities occur because the nature of these activities often entails beggars, panhandlers, solicitors, or individuals selling items by standing on traffic medians, bicycle paths and public streets and right of way in use by vehicular traffic, property only meant for the use and control of vehicular traffic and not begging, panhandling, soliciting or the sale of items.

- (2) It is not the purpose and intent of this section to prohibit begging, panhandling, soliciting or selling items in public areas when such activities will not interfere with vehicular traffic and cause traffic safety and traffic flow concerns or when such activities will not otherwise cause any public health, welfare and safety concerns.
- (3) This law is timely and appropriate because current city ordinances are insufficient to address these problems. The restrictions contained herein are

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neither overbroad nor vague and are narrowly tailored to serve a substantial governmental interest. Moreover, this article only restricts begging, panhandling, soliciting and the sale of items in certain public places while preserving ample alternative areas for the valid exercise of First Amendment constitutional rights. Furthermore, in enacting this regulation, the city commission recognizes the availability of community service and other sentencing alternatives, which may be appropriate remedies for violations of this article.

(4) This law is not intended to limit any persons from exercising their constitutional right to beg, panhandle or solicit funds, picket, protest or engage in other constitutionally protected activity or any lawful activity permitted pursuant to the Florida Statutes. Its goal is instead to provide for pedestrian safety and protect residents and visitors from the fear and intimidation accompanying certain kinds of begging, panhandling or solicitation that have become an unwelcome and overwhelming presence in the city, and to prohibit aggressive begging, panhandling and solicitation in certain public places based upon significant governmental interests.

(5) The city commission also finds that any person who intentionally blocks the passage of another person or a vehicle, which requires another person to take evasive action to avoid physical contact, constitutes a threat to the public health, welfare and safety of the citizenry. The city commission further finds that any person who begs, panhandles, or solicits under circumstances where the person being solicited cannot readily escape from the undesired conduct constitutes a threat to the public health, welfare, and safety of the city's residents and visitors. The city commission also finds that any person begging, panhandling or soliciting from occupants or operators of vehicles while such vehicles are on the portion of a public street currently in use by vehicular traffic and any person begging, panhandling or

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soliciting on traffic medians, bicycle paths or public streets when such property is in use by vehicular traffic poses a threat to public safety and prevents the free flow of traffic on public streets.

(b) Definitions.

Except where the content otherwise requires, as used in this chapter:

- (1) Aggressively beg, panhandle or solicit means any request made in person for a donation of money or some other article of value from another person by an unwanted touching, detaining, impeding or intimidation.
- (2) Beg, panhandle or solicit means any request made in person for a donation of money or some other article of value, either by words, bodily gestures, signs or other means, from another person or to another person.
- (3) Beg, panhandle, solicit or offer to sale to or from any operator or occupant of a vehicle that is in traffic on a public street or to make an offer to sale any item or provide a service of any nature to any operator or occupant of a vehicle that is in traffic on a public street means any request made in person for a donation of money or some other article of value or an offer to sale an item or provide a service for value, either by words, bodily gestures, signs or other means, from any operator or occupant of a vehicle, coupled with an actual exchange of money or some other article of value between the person begging, panhandling or soliciting and any operator or occupant of a vehicle while that vehicle is on the portion of a public street currently in use by vehicular traffic.
- (4) Obstruct pedestrian or vehicular traffic means to walk, stand, sit, lie or place an object in such a manner as to block passage of another person or a vehicle, or to require another person or driver of a

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vehicle to take evasive action to avoid physical contact. Acts authorized as an exercise of one's constitutional right to picket or to legally protest, are not included within the definition of this term.

- (5) Beggar, panhandler or solicitor means any person traveling either by foot, vehicle or other conveyance, from place to place, requesting in person a donation of money or some other article of value, either by words, bodily gestures, signs or any other means, from another person.

(c) Restrictions and requirements.

- (1) Beggars, panhandlers or solicitors are prohibited from obstructing pedestrian or vehicular traffic and aggressively begging, panhandling, soliciting or offering to sell any items on any state road located in the City of Tamarac and any road in Tamarac that joins a state road.
- (2) Beggars, panhandlers or solicitors are prohibited from begging, panhandling or soliciting from any operator or occupant of a vehicle that is in traffic on a public street.
- (3) No person shall stand on a traffic median, bicycle path, public street, or right of way to beg, panhandle, solicit or sale items when in use by vehicular traffic.

(d) Enforcement and Penalties.

Any person convicted of violating any of the provisions of this Section shall be punished as provided in section 1-13 of this Code which provides, inter alia, that the county court may either impose a fine, a sentence of imprisonment for a term not to exceed ninety (90) days, or both. Nothing contained herein will prevent the city from taking such other lawful action in any administrative hearing, or court of competent jurisdiction to prevent or remedy any refusal to comply with, or violation of, this section. Such other lawful action includes, but is not limited to, an equitable action for

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injunctive relief or an action at law for damages.

Section 3. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby. In the event of a subsequent change in applicable law, so the provision which had been held invalid is no longer invalid, the provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding under this Ordinance.

Section 4. That any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. That it is the intention of the City Commission, and it is hereby ordained, that the provisions of this Ordinance shall become and made a part of the Code of the City of Tamarac; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. That this Ordinance shall take effect immediately upon adoption.

PASSED, FIRST READING this ____ day of _____, 2021.

PASSED, SECOND READING this ____ day of _____, 2021.

BY: _____
MICHELLE J. GOMEZ, MAYOR

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in underlined type are additions.

ATTEST:

JENNIFER JOHNSON, CITY CLERK

I HEREBY CERTIFY THAT I HAVE APPROVED THIS ORDINANCE
AS TO FORM AND SUFFICIENCY FOR THE SOLE USE OF THE CITY
OF TAMARAC:

JOHN R. HERIN, JR., CITY ATTORNEY

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR GOMEZ _____
DIST 1: COMM. BOLTON _____
DIST 2: COMM GELIN _____
DIST 3: VM. VILLALOBOS _____
DIST 4: COMM. PLACKO _____

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ _____
DIST 1: COMM. BOLTON _____
DIST 2: COMM GELIN _____
DIST 3: VM. VILLALOBOS _____
DIST 4: COMM. PLACKO _____

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in underlined type are additions.



Title - TR13645 - Eden West - Vacation of Easement

A Resolution of the City Commission of the City of Tamarac, Florida, approving/denying a vacation of easement petition in an effort to vacate three (3) utility easements located on the Eden West property, more specifically located at the northeast corner of W McNab Road and N Pine Island Road (NW 88 Avenue) as further described in the legal description attached hereto as Exhibit "A"; (Case No. 2-P-21); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
1 - Eden West VOE Memo CC	7/8/2021	Cover Memo
2 - TR1365 Resolution - Eden West Vacation of Easement	6/30/2021	Resolution
2 - Exhibit A - Survey	6/30/2021	Exhibit
3 - Application for Platted Utility Easement Vacation	6/30/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-06-008
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech
City Manager

FROM: Maxine A. Calloway,
Director of Community Development

DATE: June 30, 2021

RE: Eden West – Vacation of Easement;
TEMP RESOLUTION NO. 13645; CASE#: 2-P-21

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the Vacation of Easement application for the continued development of the Eden West project at its July 14, 2021 meeting (see attached Temp Resolution No. 13645).

ISSUE: Bill Laystrom, designated agent for the property owner, CE Tamarac LLC, is requesting approval of a Vacation of Easement application to vacate three (3) utility easements that were previously granted for water and sewer infrastructure to the former shopping center, located in the parcel of land (generally shown below) as described in the attached legal description (see attached Application for Platted Utility Easement Vacation).



Aerial Photograph

BACKGROUND: The applicant requests to vacate a three (3) platted water and sewer utility easements which are located at the northeast corner of W McNab Road and N Pine Island Road (NW 88 Avenue). These easements are no longer necessary for the construction of the proposed

residential project due to the easements being established prior to the current proposed development. Please see attached Exhibit “A”, Survey, for a more detailed description and location of the easements to be vacated.

ANALYSIS: To facilitate the continued development of the previously approved Eden West project, the three (3) utility easements need to be vacated as these easements are an impediment to the approved development plans for Eden West. Before an easement, or any portion of an easement, is abandoned by a public agency, all public interest in it must first be extinguished. Public interest can include, but is not limited to, maintaining an appropriate traffic circulation system, maintaining adequate landscaping, and ensuring that utility and access easements remain available if needed.

1. **Consistency with City of Tamarac 2007 Comprehensive Plan** – The request is consistent with the City of Tamarac 2007 Comprehensive Plan.
2. **Citizen Comments** – The Community Development Department has received no written comments about this application.
3. **Community Development Department Analysis** – Staff has no objections to the vacation of this easement as the proposed easement will have no detrimental impacts to the surrounding areas.
4. **Roadway Level of Service** – The utility easements requested to be vacated are presently all within the Eden West development. This vacation will have no impact on future transportation levels of service.
5. **Utility Easements** – The Community Development Department has received no objections from any utility companies.
6. **Landscaping** – The existing buildings and landscaping on the subject property will be demolished to allow for the proposed Eden West development.

CONCLUSION: This item supports Goal #4 of the City of Tamarac’s 2040 Strategic Plan, Tamarac is Vibrant.” The approval of the Vacation of Easement will allow for the development of the subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

The Director of Community Development recommends that the Mayor and City Commission approve the Vacation of Easement application for the continued development of the Eden West project at its July 14, 2021 meeting.

FISCAL IMPACT: The construction value of the Eden West project is estimated at \$27,011,453. This will provide approximately \$871,196 in annual real estate taxes to the City of Tamarac.



Maxine Calloway,
Director of Community Development

Attachments: Temp Resolution No. 13645
 Application for Platted Utility Easement Vacation
 Exhibit "A" - Survey

MAC:RWJ

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING/DENYING A VACATION OF EASEMENT PETITION IN AN EFFORT TO VACATE THREE (3) UTILITY EASEMENTS LOCATED ON THE EDEN WEST PROPERTY, MORE SPECIFICALLY LOCATED AT THE NORTHEAST CORNER OF W MCNAB ROAD AND N PINE ISLAND ROAD (NW 88 AVENUE) AS FURTHER DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"; (CASE NO. 2-P-21); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bill Laystrom, the designated agent for the property owner, CE Tamarac LLC, has requested a Vacation of Easements in order to vacate three (3) utility easements dedicated by Plat lying in a parcel of land as described in the legal descriptions within the attached survey (Exhibit "A", attached hereto are incorporated herein and made a specific part thereof); and

WHEREAS, the section of the subject Vacation of Easements were previously platted and designated by the single P.B. and PG: P.B. 84, PG 25; and

WHEREAS, the City Engineer has been contacted and has stated no objection to the Vacation of Easement of the utility easements; and

WHEREAS, the Director of Community Development recommends approval; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to grant/deny the Vacation of Easement in order to vacate three (3) utility easements dedicated to the City by Plat lying in a parcel of land as described in the legal descriptions within the attached

survey (Exhibit "A", attached hereto are incorporated herein and made a specific part thereof); located at the northeast corner of W McNab Road and N Pine Island Road (N.W. 88 Avenue), in order to accommodate the Eden West development.

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

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

SECTION 2: That the three (3) utility easements dedicated to the City by Plat lying in a parcel of land located at the northeast corner of W McNab Road and N Pine Island Road (N.W. 88 Avenue), IS HEREBY/NOT HEREBY vacated.

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 in 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 adoption.

PASSED/FAILED, APPROVED/DENIED, AND ADOPTED this day of , 2021.

MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN JR.
CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk on this ____ day of _____ 202__.

SKETCH OF DESCRIPTION
A PORTION OF PARCEL B
COLONY WEST SHOPPING PLAZA, PLAT BOOK 84 PAGE 25
FOR VACATING PLAT UTILITY EASEMENTS

Portions of Parcel "B", of the COLONY WEST SHOPPING PLAZA, according to the Plat thereof as recorded in Plat Book 84, Page 25, of the Public Records of Broward County, Florida, said portions indicated as 12' utility easements on said plat, said portions more particularly described as follows:

Commencing at the Northwest corner of said Parcel "B"; thence South 89° 01' 50" East along the North Line of Parcel "B" a distance of 250.52 feet to the centerline of a 12 foot wide utility easement and the Point of Beginning, the sidelines of said easement lying 6 feet on each side and parallel to the following described centerline as shown on said plat;

Thence South 00° 58' 10" West, along said centerline, 10.00 feet;

Thence South 76°16'20" East along said centerline, 126.00 feet to the Point of Termination of said centerline; the sidelines of said easement to be lengthened or shortened to lie parallel to said centerline.

TOGETHER WITH:

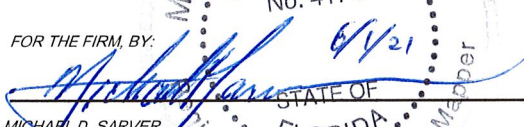
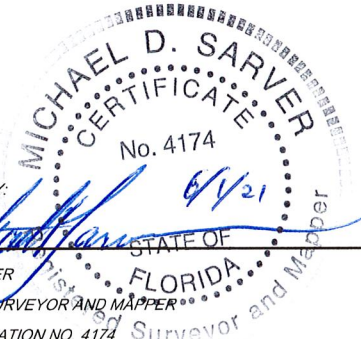
Commencing at the Northeast corner of said Parcel "B"; thence North 89° 01' 50" West along the North Line of Parcel "B" a distance of 78.00 feet to the centerline of a 12 foot wide utility easement and the Point of Beginning, the sidelines of said easement lying 6 feet on each side and parallel to the following described centerline as shown on said plat;

Thence South 00° 58' 10" West, along said centerline, 12.00 feet to the point of Termination of said centerline, the sidelines of said easement to be lengthened or shortened to lie parallel and at 90 degrees to said centerline.

TOGETHER WITH:

The 12 foot Wide Utility Easement as indicated on the Colony West Shopping Plaza as recorded in Plat Book 84 Page 25 Public Records of Broward County, Florida more particularly described as the East 12 feet of Parcel "B" Colony West Shopping Plaza.

Said lands situate in the City of Tamarac, Broward County, Florida.

FOR THE FIRM, BY: 
MICHAEL D. SARVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4174

STATE OF FLORIDA
Surveyor and Mapper

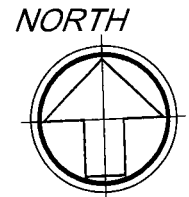
DATE: 02/21/2020

SHEET 1 OF 3 SHEETS

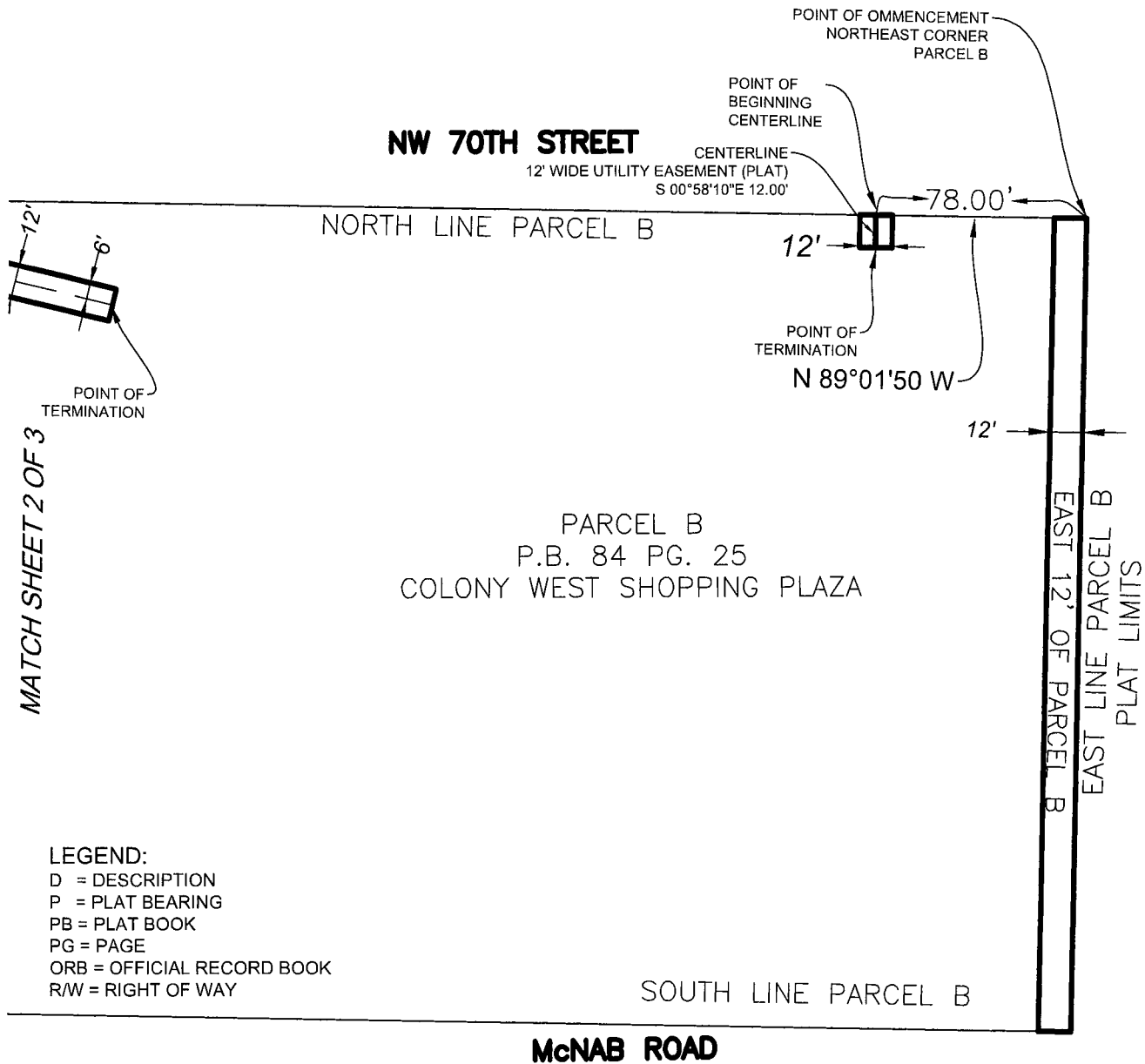
PROJECT NO: 1138				
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH DROTOS & ASSOCIATES
ENGINEERING
SURVEYING
PLANNING
CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

SKETCH OF DESCRIPTION
A PORTION OF PARCEL B
COLONY WEST SHOPPING PLAZA, PLAT BOOK 84 PAGE 25
FOR VACATING PLAT UTILITY EASEMENTS



SCALE: 1"=60'



LEGEND:

D = DESCRIPTION
P = PLAT BEARING
PB = PLAT BOOK
PG = PAGE
ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY

DATE: 02/21/2020

SHEET 3 OF 3 SHEETS

PROJECT NO: 1138

SDA SHAH DROTOS

ENGINEERING
SURVEYING
PLANNING

& ASSOCIATES

CERTIFICATE OF AUTHORIZATION NO. LB 6456
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PH: 954-943-9433 • FAX: 954-783-4754

REVISIONS

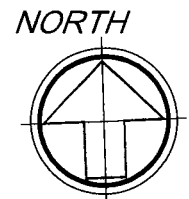
DWN

DATE

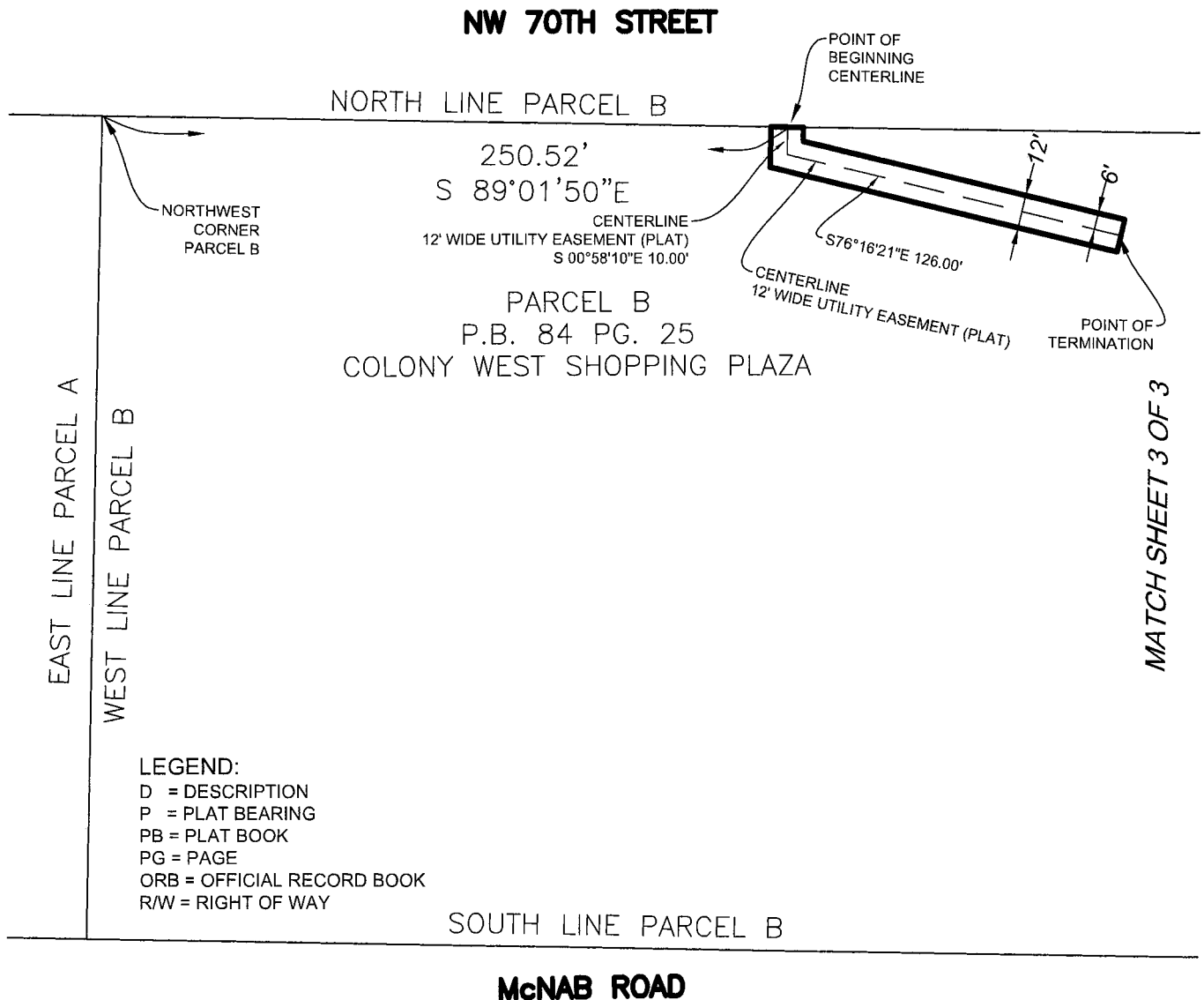
FB/PG

CHKD

SKETCH OF DESCRIPTION
A PORTION OF PARCEL B
COLONY WEST SHOPPING PLAZA, PLAT BOOK 84 PAGE 25
FOR VACATING PLAT UTILITY EASEMENTS



SCALE: 1"=60'



LEGEND:

D = DESCRIPTION
P = PLAT BEARING
PB = PLAT BOOK
PG = PAGE
ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY

DATE: 02/21/2020

SHEET 2 OF 3 SHEETS

PROJECT NO: 1138				
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH DROTOS

& ASSOCIATES

ENGINEERING
SURVEYING
PLANNING

CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

Eden West Residential Apartment Development

Application for Platted Utility Easement Vacation May 31st, 2021

Shah, Drotos & Associates, P.A.
3410 N. Andrews Ave.
Pompano Beach, FL 33064
(954) 943-9433



Engineering
Surveying
Planning

I. Overall Development Project Description

Eden Multifamily proposes to develop a 212 unit multi-family four-story apartment complex on a 7.01 acre site located on the northeast corner of West McNab Road and North Pine Island Road in the City of Tamarac.

The proposed multifamily development replaces an office building and shopping center, which are currently being demolished. As part of this project, 0.09 acres has been dedicated to Broward County as right-of-way along West McNab Road, and 0.86 acres of NW 70th Street has been vacated by the City of Tamarac, resulting in a net site area of 7.01 acres. The project site is a platted property under the name “Colony West Shopping Plaza” and confirmation has been received from the Broward County Planning Council that re-platting will not be required for this project.

The parcel is bounded on the north by NW 70th Street, on the west by North Pine Island Road, on the south by West McNab Road. and on the east by a retail shopping plaza.

II. Platted Utility Easement Vacation Request

The vacation of three existing platted utility easements on the Colony West Shopping Plaza Plat is requested. These easements currently contain sanitary sewer and water utilities owned by the City of Tamarac.

As part of the overall Eden West Apartments development, new sanitary sewer and potable water facilities are proposed for this site, while some of the existing sanitary sewer and potable water facilities will also remain. To replace these platted utility easements, the developer will be granting the City a Tamarac Exclusive Easement for all public sanitary sewer and potable water facilities on this site, in accordance with the City of Tamarac Engineering Department requirements. This new easement will cover the existing public sanitary sewer and potable water utilities to remain, and all proposed public sanitary sewer and potable water utilities on this site.

No Objection letters from all utility service providers servicing this property have been included in Exhibit A.

Exhibit A

March 12, 2021

Matthew J. Giani, P.E.
Project Manager
Shah Drotos & Associates
3410 N. Andrews Ave. Ext.
Pompano Beach, FL 33064

Re: Eden West - Platted Utility Easements Vacation

Mr. Giani,

On behalf of the Public Works Director, please accept this letter as a statement of no objection to allow for the vacation of the following easements, currently located on the proposed Eden West Property:

All 12-foot utility easements lying within Parcel B of COLONY WEST SHOPPING PLAZA, according to the plat thereof, as recorded in Plat Book 84, Page 25 of the Public Records of Broward County, Florida.

Additionally, we have no objection to allowing the vacation of the two portions of R/W on the corner of Pine Island and NW 70th Street as approved by The City of Tamarac Commission.

Should you have any questions or require any additional information, please do not hesitate to contact me at (954) 597-3705.

Sincerely,

 3/12/21

Mustafa O. Albassam, P.E.
FL Registration No. 76998
City Engineer

Cc: Jack Strain, P.E., Director of Public Works
John Doherty, Assistance Director of Public Services



Florida Power & Light Company, 330 SW 12th Avenue, Pompano Beach, FL 33069
Phone: 954-956-2014, Fax: 954-956-2020

May 19, 2021

Matthew J. Giani
3410 N. Andrews Ave
Pompano Beach, FL, 33064

Dear Matthew J. Giani,

This letter is in response to your request for the release of a platted utility easement.

In meeting with your request, FPL has no objection to releasing our rights in the platted utility easement known as "Colony West Shopping Plaza" in Plat Book Plat Book 84, Page Page 25 of the Public records of Broward County .

The release is restricted to the following description: All 12-foot utility easements lying within Parcel B of COLONY WEST SHOPPING PLAZA, according to the plat thereof, as recorded in Plat Book 84, Page 25 of the Public Records of Broward County, Florida.

Should you have any questions or concerns, please do not hesitate to contact Suna Zaidi at 954-956-2022.

Sincerely,

Suna Zaidi
Suna Zaidi
Associate Engineer

an FPL Group company



Arsenio Otero
Manager - OSP Planning
& Engineering Design

ATT Florida
5395 NE 14th Ave
Ft Lauderdale, FL 33334

T: 954-328-3908
ao491t@att.com

April 28th, 2021

Tony Sevillano, LEED AP
Director-Construction Management
Eden Multifamily
2801 SW 31st Avenue, Suite 2B
Coconut Grove, FL 33133
O 305-416-4949 | M 786-303-7726
tony@edenmultifamily.com
www.edenmultifamily.com

**Subject: No Objection Letter for Easement Vacation at Eden West PLAT for
Colony West Shopping Plaza PB 84 PG25**

AT&T does not object to your request to vacate the following platted utility easements,
described as follows:

*All 12-foot utility easements lying within Parcel B of COLONY WEST SHOPPING
PLAZA, according to the plat thereof, as recorded in Plat Book 84, Page 25 of the
Public Records of Broward County, Florida.*

Should you have any questions, please contact me at 954-328-3908.

Sincerely,

Arsenio Otero
Manager - OSP Planning &
Engineering Design



Engineering – Design Department
2601 SW 145th Ave Miramar, FL 33027

Thursday, April 29, 2021

Matthew J. Giani, P.E.
Shah Drotos & Associates
3410 N Andrews Ave
Pompano Beach, FL 33064

RE: Comcast No Objection Letter / Platted Vacation

Eden West Plat for Colony West Shopping Plaza -Plat Book & Page:84-25

Comcast has no objection to the above-referenced vacation of the following platted utility easement as follows:

All 12-foot utility easements lying within parcel B of Colony West Shopping Plaza, according to the plat thereof, as recorded in Plat Book:84 & page: 25 of the public records of Broward County, Florida

All lands lying in section:8 Township:49 Range: 41 East in the City of Tamarac, Broward County, Florida.

Should you have any further questions, please feel free to call or e-mail
Sherell_mckay2@comcast.com – (754)221-1314 Or (305)433-1059

Sherell McKay Digitally signed by Sherell McKay
Date: 2021.04.29 08:50:00 -04'00'

Sr. Permit Coordinator Southern Division



April 10, 2020

Mr. Matthew J. Giani, P.E.
Project Manager
Shah Drotos & Associates
3410 N. Andrews Ave. Ext.
Pompano Beach, FL 33064


RE: **Letter of No Objection – Right-Of-Way and Easement Vacations (Colony West Shopping Plaza - 8601-8795 McNab Road, Tamarac, FL 33321 – Broward Co. Plat Book 84, Page 25)**

Dear Mr. Giani:

We have received your correspondence regarding the above-mentioned project. Based on the information provided, the City of Sunrise, Utilities-Gas Division does not have natural gas mains in the vicinity of the project area (i.e. Colony West Shopping Plaza, 8601 – 8795 McNab Road, Tamarac, FL 33321). The City of Sunrise, Utilities-Gas Division does not object to any easement or right-of-way vacations in connection with this project.

Should you have any questions, please contact our office at (954) 572-2299, #3.

Sincerely,



Jeffrey W. Elliott, PLS
Gas Manager

cc: Mr. Richard Carlson
Mr. Robert Dubin
Ms. Kathy Crisci



Title - TR13641 - Approval of FY 2021/2022 CDBG Annual Action Plan

A Resolution of the City Commission of the City of Tamarac, Florida, approving the projects recommended for inclusion in the Fiscal Year 2021/2022 Annual Action Plan for expenditure of the Community Development Block Grant funds estimated to be \$392,687 for the twenty second program year, attached hereto as Exhibit "A"; authorizing the appropriate City Officials to submit said Annual Action Plan and related documents to the United States Department of Housing and Urban Development; authorizing the Mayor or appropriate City Officials to execute Fiscal Year 2021-2022 Annual Action Plan federal application for funding; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
1 - TR 13641 Memo- FY21-22_Action_Plan	6/30/2021	Cover Memo
2 - TR13641 Resolution	6/30/2021	Resolution
3 - EXHIBIT A- FY2021 Annual Action Plan DRAFT	6/30/2021	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (21 06 010M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

FROM: Maxine A. Calloway,
Community Development Director

DATE: June 27, 2021

RE: **Approval of FY 2021/2022 CDBG Annual Action Plan; Temp. Reso. No. 13641**

Recommendation: The Director of Community Development recommends that the City Commission approve the City's Annual Action Plan for FY 2021/2022 funded through the United States Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) Program.

Issue: HUD requires the approval and transmittal of an Annual Action Plan outlining funding priorities for entitlement jurisdictions in order to maintain funding.

Background: The City of Tamarac is an entitlement recipient of federal funds from HUD under the CDBG program. The City anticipates receiving \$392,687 for Fiscal Year 2021/2022 to address community development, public services or housing needs in Tamarac. In order to receive these funds each year, the City must develop and adopt an Annual Action Plan (AAP) that is consistent with a current Five-Year Consolidated Plan.

The community surveys used to develop the Five -Year Consolidated Plan identified public services and housing as top priorities. The Consolidated Plan sets the foundation for funding of activities for each AAP within the five-year period. A draft of the AAP is made available for citizen participation. Residents and other interested parties are encouraged to participate in the process by reviewing the AAP and providing comment.

Consistent with Consolidated Plan priorities, the proposed AAP projects are selected to ensure compliance with a CDBG national objective and provide a direct benefit to low and moderate-income persons. CDBG Program administration is limited to 20% of the annual allocation. The remaining 80% is allocated to activities as follows:

FY 2021/2022 Annual Action Plan Staff Recommended Activities

Public Service (Senior Feeding Program) \$ 27,303.00

This activity will include funding a local organization to provide home delivered meals to identified seniors in the City of Tamarac. Approximately 15 seniors will be served, based on the cost of meals and the number of weeks meals are delivered. These activities will benefit low and moderate-income persons as qualified under 570.208(a)(2), limited clientele.

Public Service (Preventive Services/Intervention Services for Youths) \$ 16,000.00

This activity will include funding for organization that currently provide services to youths living in the City of Tamarac, who are deemed homeless, or currently receiving free and reduced lunches in the Broward County School system, and funding for local organizations that are currently providing services to youths living in the City of Tamarac, who are deemed abused, neglected, and abandoned

with an open active dependency case in Broward County. A minimum of seventy-five (75) children will be served through both initiatives. These activities will benefit low and moderate-income persons as qualified under 570.208(a)(2), limited clientele.

Public Service (Broadband Access to Students)

\$ 15,600.00

This activity will include funding for broadband access to students. T-Mobile will provide tablet for free and CDBG funds will pay the monthly connectivity fees. Approximately sixty-five (65) students will be served during this fiscal year. These activities are eligible under 24 CFR section 570.201(e), and will benefit low and moderate income persons as qualified under 570.208(a)(2), limited clientele.

Public Service (Education Sessions)

Community Development Housing Division staff will develop and implement educational sessions that complements existing owner-occupied minor home repair program and the purchase assistance program. Literature presented will be on pre and post rehabilitation, home maintenance and energy-saving tips for low and moderate persons. Information provided will be focused on affordable housing, home ownership, lender fair housing laws, lead-based paint hazards and other beneficial information provided by federal, state and local agencies. A minimum of 12 eligible household will be assisted.

Residential Rehabilitation (Minor Home Repair)

\$191,436.00

This activity will provide minor home repairs to a minimum of eight (8) low to moderate-income households who are experiencing conditions in and around the home that pose a threat to health, safety, and welfare of the household occupants. This project will be carried out on a citywide basis. This activity is eligible under 24 CFR Section 570.202(a) and will benefit low and moderate-income households on an area-wide basis.

Rehabilitation Service Delivery

\$ 63,811.00

This program activity includes marketing, application in-take and review and verification for eligibility, communication with general contractors, specification review and on-site problem-solving inspections and other services related to the completion of residential rehabilitation projects.

Program Administration

\$ 78,537.00

This activity will provide general management, oversight, and coordination of the programs. Also, this activity will provide for an annual grant audit, and provide provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act, 42 U.C.C. 3601-20. These activities are presumed to benefit low and moderate-income persons and are eligible under 24 CFR 570.206(a).

TOTAL GRANT

\$392,687.00 (100%)

Public review seeking input is required for the approval of the Annual Action Plan. The plan will be posted in the housing page of the City's website. Through the CARES Act, HUD has extended a waiver, reducing the 30-day comment period to a minimum of 5 days. The public review schedule is as follows:

Beginning of 5-day review period	July 7, 2021
End of 5-day review period	July 14, 2021
Commission approval and public hearing of Consolidated Plan & Annual Action Plan	July 14, 2021

No public comments were given to date.

Fiscal Impact: There are positive effects associated with the City's Annual Action Plan, as the City receives an entitlement allocation of CDBG funds each year. This item supports strategic goal #1- Tamarac is Home and #4-Tamarac is Vibrant.



Maxine A. Calloway,
Director of Community Development

MC/cfr

Attachments:

TR13641 - Resolution
FY 2021/2022 Annual Action Plan

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE PROJECTS RECOMMENDED FOR INCLUSION IN THE FISCAL YEAR 2021/2022 ANNUAL ACTION PLAN FOR EXPENDITURE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS ESTIMATED TO BE \$392,687 FOR THE TWENTY SECOND PROGRAM YEAR, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SUBMIT SAID ANNUAL ACTION PLAN AND RELATED DOCUMENTS TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE MAYOR OR APPROPRIATE CITY OFFICIALS TO EXECUTE FISCAL YEAR 2021-2022 ANNUAL ACTION PLAN FEDERAL APPLICATION FOR FUNDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a condition of funding, the City of Tamarac (City) is required to prepare a Five-Year Consolidated Plan which establishes the City's strategic priorities for the Community Development Block Grant (CDBG) program in accordance with the United States Department of Housing and Urban Development (HUD) requirements and contains a variety of information obtained from the US Census, County, City, and State statistics depicting City-specific housing and population statistics reported in several formats; and

WHEREAS, the City Commission adopted the current Five-Year Consolidated Plan for Fiscal Years 2020/2021 to 2024/2025 on July 8, 2020 via resolution R-2020-063; and

WHEREAS, each year a new Annual Action Plan is required to detail projects, activities, and programs to be funded by that year's allocation in compliance with the adopted 5-Year Consolidated Plan; and

WHEREAS, HUD has notified the City of its Fiscal Year (FY 2021) funding allocation in the estimated amount of \$392,687 under the Community Development Block Grant ("CDBG") Program for the City's Twenty Second Program Year, effective October 1, 2021; and

WHEREAS, funding received for the CDBG program must be utilized for eligible CDBG activities; and

WHEREAS, all CDBG eligible activities must meet one of three national objectives, as defined by Congress, including benefitting low and moderate-income people, helping to eliminate slum and blight, or addressing existing conditions that pose a serious or immediate threat to the health and welfare of the community; and

WHEREAS, the Annual Action Plan requires a public notice and a public hearing process to solicit community input in the development and review of the plan; and

WHEREAS, the Citizen Participation Plan is a part of the Consolidated Plan and Annual Action Plan process; and

WHEREAS, with the approval of a HUD waiver, the Citizen Participation Plan allows for a shortened (minimum of 5 days) public review and comment period to accelerate the process; and

WHEREAS, the Annual Action Plan is posted on the City's website for review and comment from July 7, 2021 to July 14th, 2021 and a public hearing held at the city commission meeting on July 14, 2021 at 7:00 p.m.; and

WHEREAS, the Director of Community Development reviewed the item and finds that the Annual Action Plan is consistent with the City's Five-Year Consolidated Plan and the Housing Element of the City's Comprehensive Plan and recommends approval and subsequent submittal to HUD; and

WHEREAS, activities funded by the CDBG program have the potential to result in generation, return or repayment of funds, known as CDBG Program Income (PI); and the City of Tamarac is allowed to utilize funds generated from Program Income for activities listed in the adopted Five-Year Consolidated Plan and in accordance with the Citizen Participation Plan; and

WHEREAS, the City Commission deliberated on the item at their regularly scheduled July 14, 2021 duly noticed public hearing meeting; 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 Fiscal Year 2021/2022 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds estimated to be \$392,687 for the Twenty Second Program Year and hereby approves the use of Program Income for activities listed in the adopted Five-Year Consolidated Plan and in accordance with the Citizen Participation Plan.

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 referenced herein are hereby incorporated into this Resolution and made a specific part hereof.

SECTION 2: That the City Commission hereby approves the projects recommended for inclusion in the Fiscal Year 2021/2022 Annual Action Plan, attached hereto as Exhibit "A", for expenditure of the Community Development Block Grant funds estimated to be \$392,687 for the Twenty Second Program Year and the use of any program income received as a consequence of return or repayment of funds.

SECTION 3: The Mayor or appropriate City officials is hereby authorized to execute the Fiscal Year 2021-2022 Annual Action Plan Federal Application for funding and any related documents including revisions required to receive additional funding not utilized by other entitlement Cities within Broward County that are not subject to an amendment to the Annual Action Plan.

SECTION 4: All resolutions or parts of resolutions in conflict herewith be, and the same 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.

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PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,
FLORIDA THIS _____ DAY OF July, 2021.

CITY OF TAMARAC, FLORIDA

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON,
CITY CLERK

M. GOMEZ _____
M. BOLTON _____
M. GELIN _____
E. VILLALOBOS _____
D. PLACKO _____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

JOHN R. HERIN
CITY ATTORNEY

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Tamarac was officially incorporated on July 19, 1963, the City is strategically located in the center of Broward County, between Miami-Dade and Palm Beach Counties in South Florida. The City is an entitlement city under the U.S. Department of Housing and Urban Development (HUD), and receives an annual formula grant allocation of Community Development Block Grant (CDBG) funds from HUD. This Annual Action Plan is the second year (FY 2021/2022) of the Five-Year Consolidated Planning period, which covers years 2020 to 2024. The Annual Action Plan outlines the activities the City will undertake in the fiscal year 2021/2022 (October 1, 2021 to September 30, 2022). Both the Consolidated Plan and the Annual Action Plan outline the strategies implemented by the City in providing Federal grant allocations funds to promote affordable housing initiatives and socio-economic programs to address identified community development needs.

In Fiscal Year 2021/2022, it is estimated that the City of Tamarac will receive a total of **\$392,687** to address identified community development needs. To receive CDBG funding, the City must assess local housing and community development needs and resources, and socioeconomic impediments toward building viable neighborhoods. The projects identified in this plan will be primarily used to benefit low- to moderate-income residents of the City.

The Vision statement of the City of Tamarac is “The City of Tamarac, Our Community of Choice-Leading the nation in quality of life through safe neighborhoods, a vibrant community, exceptional customer service and recognized excellence” and its Mission statement is “We are: “Committed to Excellence...Always”. It is our job to foster and create an environment that: Responds to the Customer, Creates and Innovates, Works as a Team, Achieves Results, Makes a Difference”.

The Strategic Goals of the City of Tamarac are:

- Tamarac is Home
- Tamarac is Safe and People Know It
- Tamarac is Economically Resilient
- Tamarac is Vibrant
- Tamarac is Smart and Connected
- Tamarac is a Dynamic Workplace

Along with the Vision, Mission and Goals of the City of Tamarac, the second year Annual Action Plan also incorporates priorities and programs addressing the basic goals of providing suitable living environment, providing decent housing and expand economic opportunities while primarily benefitting very low-, low- and moderate-income persons.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Tamarac has developed its strategic plan based on an analysis of the data presented in this plan and an extensive community participation and consultation process. Through these efforts, the City has identified two priority needs with associated goals to address those needs. The priority needs with associated goals include:

Public Services & Quality of Life Improvements

1A. Provide Supportive Services Special Needs

Preserve & Develop Affordable Housing

2A. Preserve Existing Homeowner Housing

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG grant programs. The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPERs) provide details on projects and programs completed by the City. The City recognizes that the evaluation of past performance is critical to ensuring the City is implementing activities effectively and those activities align with the City's overall strategies and goals.

During Fiscal Year 2019, the most recently completed CAPER year, The City of Tamarac exceeded its established goals in the CDBG public service program. The City had a goal to assist 76 total LMI households with public services but 190 households assisted instead. Due to the economic downturn and rate of job loss caused by COVID-19, priorities shifted to emergency assistance for households impacted by COVID-19. We met seventy-five percent (75%) of our goal for housing preservation because both contractors and homeowners were concerned about the interactions involved in owner-occupied rehab.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Tamarac encourages citizen participation and actively encourages citizens, particularly low- and moderate-income households and those with special needs, to participate in the planning and development of the Consolidated Plan and the Annual Action Plan (AAP). The City of Tamarac works to ensure community stakeholders and citizens have adequate opportunities to participate in this planning process.

The City's efforts to allow for participation in the development of the second-year Annual Action Plan include a Public Hearing and a Public Comment Review Period. Written comments may be returned to the Community Development Department-Housing Division at 7525 NW 88 Avenue, Tamarac, FL 33321.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

All comments were accepted.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

Through data analysis, the City is able to make a complete assessment of the needs in the community. Primary data sources for the Consolidated Plan include: 2014-2018 American Community Survey (ACS) 5-Year Estimates, Bureau of Labor Statistics, and Longitudinal Employer-Household Dynamics (LEHD). Data analysis is supplemented by GIS maps to provide geographical visualization of the data.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		TAMARAC	Community Development Department-Housing Division
HOME Administrator		TAMARAC	Community Development Department-Housing Division

Table 1 – Responsible Agencies

Narrative

The City's Community Development Department Housing Division has the primary responsibility for the administration of the 5-Year Consolidated Plan and Annual Action Plan.

Consolidated Plan Public Contact Information

Community Development Department

Maxine Calloway, Director

7525 NW 88 Avenue

Tamarac, FL 33321

(954) 597-3542

maxine.calloway@tamarac.org

Housing Division

Carolyn Francis-Royer, Housing and Community Development Manager

7525 NW 88 Avenue

Tamarac, FL 33321
(954) 597-3539
carolyn.francis-royer@tamarac.org

City Clerk's Office
Jennifer Johnson, City Clerk
7525 NW 88 Avenue
Tamarac, FL 33321
(954) 597-3506
Jennifer.Johnson@tamarac.org

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Tamarac is the lead agency for completing the City's Consolidated Plan under the CDBG program. The City also receive other grant funds that help to further community development and affordable housing such as HOME funds through the Broward County HOME Consortium. All grant funds received are administered by the City Community Development Department, Housing Division.

The City collaborates with several community stakeholders. Private and nonprofit providers, advocacy agencies, housing developers, social service providers and other key partners play an instrumental role in addressing the needs of the residents of Tamarac. Grant funding does not cover all needs, therefore, external partnerships ensure continuity of resources for all.

City staff is regularly familiarized with the needs of the community via the various professional affiliations, committees, memberships and associations. On-going review and consultation is the primary method of providing the best services to residents of Tamarac.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Tamarac works with various service providers in the City to meet the needs of its citizens. The City's service providers represent a wide range of individuals with expertise in engineering, planning, social services, economic development and parks and recreation. Agencies are invited to determine feasibility, duplication and consistency with local governmental plans, conformance with local zoning district, environmental impact and cost effectiveness.

All projects must be proven feasible prior to receiving HUD funds, as many require documentation indicating financial feasibility and conformance with applicable regulations and constraints (i.e. zoning, land use, flood plan, etc.). Projects will not be funded if the proposed project duplicates an existing program which the public sector administers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City is a member of the Broward County Homeless Partnership Initiative, which is the lead agency for the regional (Broward County) Continuum of Care. The City supports the Initiative and its efforts to end homelessness. Through regular meetings and reports provided by Broward County, the City is kept up to date with Tamarac's homeless population.

Broward's Continuum of Care addresses all aspects of homelessness including prevention, outreach, emergency shelter, transitional and permanent affordable housing, and supportive services. This work includes:

- Facilitating community, business and governmental involvement in the homeless continuum of care
- Direct oversight of the County's three regional Homeless Assistance Centers
- Creating new and innovative programs to serve Broward's homeless population (such as the County's first homeless medical respite care facility)

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Tamarac is not a recipient of ESG funds and therefore does not participate in the development or use of ESG funds.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	TAMARAC
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services - Broadband Internet Service Providers Other government - Local Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City Community Development Department-Housing Division is the lead agency of the Consolidated Plan and Annual Action Plans.
2	Agency/Group/Organization	BROWARD COUNTY
	Agency/Group/Organization Type	Services - Housing Services-homeless Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Broward County is the lead for the Broward County HOME Consortium. The City is a member of the Consortium.
3	Agency/Group/Organization	FL-601 Broward County Homeless Initiative Partnership
	Agency/Group/Organization Type	Services-homeless Services-Health

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Homeless Initiative Partnership is the local Continuum of Care in the region. The City consults the CoC for information and initiatives of the CoC. In the 2021 fiscal year, the City will be creating Homeless Advisory Board to better coordinate services provided to the homeless population.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agency types intentionally not consulted. All comments were welcome.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Broward County	The goals of the CoC are to end homelessness in the region. They City will work with the CoC in initiatives that support this goal in the City.
Comprehensive Plan Economic Development Element 20	City of Tamarac	The City Comprehensive Plan Economic Development Element is the Economic Development Strategic Plan for the City of Tamarac. The plan provides goals, objectives and policies that helped to inform the Strategic Plan.

Table 3 - Other local / regional / federal planning efforts

Narrative

The City of Tamarac continues to work closely with Broward County on several key areas. The City is a member of the Broward County HOME Consortium which distributes federal HOME funds to member cities to develop affordable housing in the region. The City is an annual recipient of this fund. The City also works with the county through the Broward County Homeless Initiative Partnership which is the lead in the Continuum of Care, helping homeless persons in the region.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The purpose of the citizen participation process is to actively encourage citizens, particularly low- and moderate-income households and those with special needs, to participate in the planning and development of the Annual Action Plan (AAP). The City of Tamarac works to ensure community stakeholders and citizens have adequate opportunities to participate in this planning process.

The City's efforts to allow for participation in the development of the Consolidated Plan and first-year Annual Action Plan include a Public Hearing and a Public Comment Review Period. Written comments could be returned to the Community Development Department-Housing Division at 7525 NW 88 Avenue, Tamarac, FL 33321. A summary of citizen outreach efforts is described in the table below:

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	<p>Non-English Speaking - Specify other language: Spanish</p> <p>Non-targeted/broad community</p>	<p>A 5-day minimum public comment period is held from July 7, 2021 to July 14, 2021. The Plan can be downloaded and viewed from the City's website and is available in Spanish upon request.</p>	All comments accepted.	All comments accepted.	https://www.tamarac.org/367/Housing-Administration

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	<p>Non-English Speaking - Specify other language: Spanish</p> <p>Non-targeted/broad community</p>	The City Commission will hold a public meeting on July 14, 2021 7PM at city hall. The Plan can be downloaded and viewed from the City's website beginning July 7, 2021 and is available in Spanish upon request.	No comments received	No comments received	https://www.tamarac.org/367/Housing-Administration

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	<p>Non-English Speaking - Specify other language: Spanish</p> <p>Non-targeted/broad community</p>	<p>The City Commission will hold a public hearing at its regular meeting on July 14, 2021 7PM at city hall. The Plan can be downloaded and viewed from the City's website beginning July 7, 2021 and is available in Spanish upon request.</p>	No comments received	No comments received	https://www.tamarac.org/367/Housing-

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The annual allocation for the City of Tamarac for its CDBG program is \$392,687. As a recipient of HUD Entitlement CDBG funds, the City intends to allocate funding according to priority need. The City proposes to use CDBG funds for public service, owner occupied rehabilitation assistance,

and administration. These funds are reflected in the table below.

In addition to CDBG, the City anticipates receiving Home Investment Partnership (HOME) funds through Broward County Consortium.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	392,687	0	0	392,687	1,276,281	The expected amount available remainder of the Consolidated Plan is 3 more years of the annual allocation

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Tamarac has additional resources that help to address its priority needs. As a member of the Broward County HOME Consortium the

City receives HOME funds annually. The activities recommended in each Annual Action Plan may vary, however, affordable housing will remain a priority for the City of Tamarac and Home Rehabilitation will be a key activity across all funding sources. including the State Housing Initiative Partnership (SHIP).

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At this time, the City does not own any properties located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

The City will sought out feasible development opportunities with an affordable housing component.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Provide Supportive Services LMI & Special Needs	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	City Wide Low-Mod	Public Services & Quality of Life Improvements	CDBG: \$58,903	Public service activities other than Low/Moderate Income Housing Benefit: 122 Persons Assisted
2	2A Preserve Existing Homeowner Housing	2020	2024	Affordable Housing	City Wide Low-Mod	Preserve & Develop Affordable Housing	CDBG: \$255,247	Homeowner Housing Rehabilitated: 7 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	1A Provide Supportive Services LMI & Special Needs
	Goal Description	Supportive services for low- to moderate-income households and the special needs population include: Meals on Wheels South Florida Seniors Food Delivery Program, Preventive and Intervention Services for Youth (Voices for Children of Broward), T-Mobile & local schools with Tamarac residents to provide broadband service to students in LMI households and an Education Workshop.

2	Goal Name	2A Preserve Existing Homeowner Housing
	Goal Description	The City will assist LMI households with Owner Occupied Home Rehabilitation (including Rehabilitation Service Delivery).

AP-35 Projects - 91.420, 91.220(d)

Introduction

The projects in this Action Plan work towards the HUD's statutory goals to provide suitable living environment, provide decent housing, and expand economic opportunities in particular for very low-, low- and moderate-income persons. The projects in this annual action plan work towards HUD's goals and the identified priority needs of the City and its residents.

#	Project Name
1	CDBG Program Administration
2	CDBG Public Services
3	CDBG Housing Rehab

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The main focus of the City of Tamarac is maintaining affordable housing and public services to all low-moderate income residents of Tamarac, including those with special needs.

The major obstacle is funding, or lack thereof. Both federal and state allocations fluctuate from year to year making planning for the future and meeting the needs of the underserved difficult.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG Program Administration
	Target Area	City Wide Low-Mod
	Goals Supported	1A Provide Supportive Services LMI & Special Needs 2A Preserve Existing Homeowner Housing
	Needs Addressed	Public Services & Quality of Life Improvements Preserve & Develop Affordable Housing
	Funding	CDBG: \$78,537
	Description	Administration of CDBG in PY 2020.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Administration of CDBG programs: Owner-Occupied Rehabilitation and Public Services (Senior Feeding Program, Preventive and Intervention Services and Broadband Access for Students).
2	Project Name	CDBG Public Services
	Target Area	City Wide Low-Mod
	Goals Supported	1A Provide Supportive Services LMI & Special Needs
	Needs Addressed	Public Services & Quality of Life Improvements
	Funding	CDBG: \$58,903
	Description	The CDBG Public Services project will provide funding for public service activities benefiting the LMI and special needs population (youth and seniors).
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 150 families/households will benefit from this activity.
	Location Description	Citywide

	Planned Activities	Feeding Seniors, Youth Prevention and Intervention Services, and Broadband Access for Students
3	Project Name	CDBG Housing Rehab
	Target Area	City Wide Low-Mod
	Goals Supported	2A Preserve Existing Homeowner Housing
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	CDBG: \$255,247
	Description	The Housing Rehab project will fund the residential rehabilitation activity (Minor Home Repair) for a minimum of eight (8) low to moderate-income households who are experiencing conditions in and around the home that pose a threat to health, safety, and welfare of the household occupants. This project will also fund housing rehabilitation delivery cost and will be carried out on a citywide basis.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately seven (7) households will benefit from home rehabilitation.
	Location Description	citywide
	Planned Activities	Planned activities include Owner-Occupied Rehabilitation activities through the Minor Home Repair program and Rehabilitation Delivery Costs. Delivery Costs - \$63,811 Housing Rehab - \$191,435

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG programming funds are available throughout the City, however funds must be targeted towards low/mod tracts or eligible low- and moderate-income individuals and households, or special needs groups. The City has identified eligible project locations as low/mod census block group tracts.

Geographic Distribution

Target Area	Percentage of Funds
City Wide Low-Mod	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Tamarac determines project locations using HUD CDBG Low/Mod Income Summary Data (LMISD) which helps to guide the City where low/mod block group tracts are located. In addition to the HUD LMISD data, the City determines need and location of special projects based on need and demand of its residents, as well as the condition of existing resources. See map Low/Mod Block Group Tracts attached in SP-10 of the ConPlan for low-moderate income areas that will be utilized to plan for eligible activities and services throughout the City.

Discussion

N/A

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Tamarac recognizes the importance of promoting affordable housing. The City is experiencing a growth in population size and recognizes the need to identify effective strategies to provide affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Tamarac promotes affordable housing and removes barriers to affordable housing by the use of the following strategies:

- Expediting the processing of approvals of development orders or permits for affordable housing projects.
- Use of a formal process by which the City considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The City allows for flexible lot configurations, including zero-lot- line, for affordable housing
- The City supports development near transportation hubs, major employment centers and mixed use development.

Discussion

No further discussion necessary

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Throughout the year, City staff participate in several community events, outreach efforts, educational workshops, public service announcements, and invitational guest speaking opportunities at various communities, boards, organizations, non-profits, and for-profits to assess the needs of the community and share information with the residents of Tamarac as to the availability of funds.

Several members of City staff are members of various boards, committees and sub-committees at which county-wide coordination is reached on issues pertaining to planning, transportation, housing, community development and neighborhood revitalization.

Actions planned to address obstacles to meeting underserved needs

The City's Social Services Division is available at all times to address the needs of the residents. Direct and/or indirect service delivery is coordinated through the City's Social Service staff. Staff has access to both internal and external programs and agencies which may be required to assist underserved needs.

Actions planned to foster and maintain affordable housing

The City has an Affordable Housing Policy as well as a Minimum Housing Code which lays out the City's plans to foster and maintain affordable housing, ensure future housing needs are met and development is in coordination with the City's Comprehensive and Consolidated Plans. In addition to the l

The City has an Affordable Housing Policy as well as a Minimum Housing Code which lays out the City's plans to foster and maintain affordable housing, ensure future housing needs are met and development is in coordination with the City's Comprehensive and Consolidated Plans. In addition to the long-term goals of the policy, the Community Development Department will continue to promote affordable housing needs of the community.

The City participates in local Homebuyer and Foreclosure Prevention workshops and seminars to further assist those in need.

Long-term goals of the policy, the Community Development Department will continue to promote affordable housing needs of the community.

Actions planned to reduce lead-based paint hazards

The Housing Division will continue to provide lead-based paint assessments and abatement on

properties identified and containing hazards. A lead-based paint review of all properties constructed prior to 1978 is conducted prior to providing assistance. The City will also provide lead-based paint education during mandatory workshops for all clients assisted with CDBG funds under the Owner-Occupied Minor Home Repair program.

Actions planned to reduce the number of poverty-level families

The City will continue to dedicate a majority of its federal and state funding to affordable housing strategies and coordinate with the Broward Coalition for the Homeless and Broward County agencies to support additional programs to limit poverty among the residents of Tamarac. Housing counseling, debt management, credit repair, as well as other social services are provided through various partners available to assist residents in financial crisis.

Actions planned to develop institutional structure

The City's Housing programs will continue to be administered in-house by City staff. Internal City staff, committees, and Boards will review and recommend activities to be carried out under the Consolidated Plan. Additional input will be sought from outside agencies for the formulation of unmet needs and activities to address them.

The City's Service Delivery System is largely conducted by City staff. Public Services are provided by the City's grant funds, local public services agencies and non-profit agencies. Coordination is strong, however funding is weak.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Tamarac participates in County/City Committees created to coordinate public, private and community-based efforts to expand affordable housing and economic development initiatives through research and program development activities that support community development joint ventures between the private and public sectors. To further the cause for affordable housing, the City will determine the following actions:

- Continue to support the efforts of the City to develop recommendations regarding land use revisions/changes that would provide development incentives for the expansion of affordable rental/owner occupied housing.
- Continue the implementation of the State Housing Incentive Partnership (SHIP) Program to promote and diversify available financing and inducement incentives to expand the affordable

housing stock in the City of Tamarac.

The City of Tamarac Community Development Department will identify publicly owned land/buildings that can be developed for affordable housing initiatives.

Discussion

The City's Community Development Department will act as the primary entity responsible for the coordinating, planning and implementing of programs and projects internally, and among private and public agencies.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

This section describes the program specific needs of the CDBG program. In FY2021, there were no program income funds. One hundred percent of CDBG funds will be targeted towards low- and moderate-income households.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

Annual Action Plan
2021

31

N/A



Title - TR13642 - 3rd Amendment to FY 19/20 CDBG Annual Action Plan

A Resolution of the City Commission of the City of Tamarac, Florida, approving a third amendment to the City's previously adopted Annual Action Plan for Fiscal Year 2019/2020 attached hereto as Exhibit "A", for expenditure of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG); providing for the reprogramming of One Hundred Thousand Dollars (\$100,000) in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds (CDBG-CV1) slated for Economic Development and assign those funds to the Residential Housing Assistance Payment Program and other Public Service activities as defined by 24CFR 570.201(E); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
1 - TR 13642 Memo- 3rd Amendment FY19-20_Action_Plan	6/30/2021	Cover Memo
2 - TR 13642-Resolution-3rd Amendment_FY 19-20 Action_Plan	6/30/2021	Resolution
3 - Exhibit A - Tamarac 2019 AAP CARES CDBG-CV1 Reporgram Draft 6.21.21	6/30/2021	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21 06 011M
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

FROM: Maxine A. Calloway,
Community Development Director

DATE: June 21, 2021

RE: 3rd Amendment to FY 19/20 CDBG Annual Action Plan; Temp. Reso. No. 13642

Recommendation: The Director of Community Development recommends that the City Commission review and approve the Third Amendment to Fiscal Year (FY) 2019/2020 Annual Action Plan, reprogramming \$100,000 of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds (CDBG-CV1) from special economic development to the Residential Housing Assistance Payment Program and other public service activities.

Issue: In accordance with 24 CFR Part 91, an amendment to the City of Tamarac's Annual Action Plan is required if the City substantially amends funding or activities. The reprogramming of \$100,000 of CDBG-CV1 funds is being proposed.

Background: On June 24, 2015 the Mayor and Commission approved Resolution No. R-2015-54 approving the new Five-Year Consolidated Plan covering the periods FY 2015/16-2019/20. The Consolidated Plan and FY2015/16 Annual Action Plan were approved simultaneously. The Consolidated Plan sets the foundation for funding of activities for each Annual Action Plan within the five-year period.

On July 10, 2019 the City adopted Resolution No. 2019-70 approving FY2019/2020 Annual Action Plan which detail projects, activities, and programs to be funded by that year's funding allocation.

On March 27, 2020, the Federal Government approved the CARES Act, which provided an additional \$245,450 of Community Development Block Grant funds CDBG-CV1 to be used for eligible activities, administered by the U.S. Department of Housing and Urban Development. To access the CARES Act fund in the most expeditious manner, the current year Action Plan, FY 2019/2020, must be amended to include those funds and the activities to which the funds will be allocated.

On May 27, 2020 the City adopted Resolution No. 2020-042 approving the first amendment to Fiscal Year 2019/2020 Annual Action Plan, incorporating the first round of the CARES Act funds (CDBG-CV1) and the activities to be undertaken.

On September 11, 2020, HUD made Round 3/CDBG-CV3 available which provided an additional \$339,281 of Community Development Block Grant funds to be used for eligible activities. Accepting these funds resulted in a 2nd amendment to the FY2019/2020 Annual Action Plan via Resolution No. 2021-024.

City Manager

3rd Amendment to FY 19/20

Annual Action Plan to reprogram \$100,000; Temp. Reso. No. 13642

June 21, 2021 – Page 2

When the City received the first allocation (CDBG-CV1), \$100,000 was slated for special economic development. Other funds were made available to Tamarac businesses and the \$100,000 was no longer needed for that activity. This 3rd amendment to the FY2019/2020 Annual Action Plan reprograms these funds to the Residential Housing Payment Assistance Program and other public service activities as defined by 24CFR 570.201 (e). Additionally, this amendment creates a new public service opportunity to help residents affected by COVID-19. The new activity will provide hurricane safety education materials and essentials such as flashlights, batteries, water, meals ready to eat (MRE) and more. The Fire Department will assist with the education component and housing staff will coordinate distribution of the hurricane essential supplies, to be purchase from existing city vendors. For simplicity, the funds will be divided equally between Residential Housing Payment Assistance Program and hurricane safety and supplies. Adjustments will be made as needed.

This amendment is in the best interest of the citizens and residents of the City of Tamarac and is in accordance with 24 CFR Part 91 and consistent with City of Tamarac's Citizen Participation Plan. The 5-day required public notice was published July 7, 2021 seeking public comment and notifying residents of the public hearing to take place during the July 14, 2021 City Commission meeting. No public comments were received to date.

Fiscal Impact: There are no financial impacts on the City's General Fund, as the reprogramming is for CDBG-CV1 funds only.



Maxine A. Calloway,
Director of Community Development

MC/cfr

Attachments:

Temporary Resolution #13642

Exhibit A – FY 2019-2020 Annual Action Plan

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A THIRD AMENDMENT TO THE CITY'S PREVIOUSLY ADOPTED ANNUAL ACTION PLAN FOR FISCAL YEAR 2019/2020 ATTACHED HERETO AS EXHIBIT "A", FOR EXPENDITURE OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); PROVIDING FOR THE REPROGRAMMING OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS (CDBG-CV1) SLATED FOR ECONOMIC DEVELOPMENT AND ASSIGN THOSE FUNDS TO THE RESIDENTIAL HOUSING ASSISTANCE PAYMENT PROGRAM AND OTHER PUBLIC SERVICE ACTIVITIES AS DEFINED BY 24CFR 570.201(E); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS as a condition of approval, the City of Tamarac is required to prepare a Consolidated Plan in accordance with HUD requirements which contains a variety of information obtained from the US Census, County, City, and State statistics depicting City-specific housing and population statistics reported in several formats; and

WHEREAS, On June 24, 2015 the City of Tamarac (hereinafter referred to as the "City"), adopted Resolution No. 2015-54 approving the City's five-year Consolidated Plan covering Fiscal Years 2015/16 through 2019/20 which established the City's strategic priorities for the CDBG program during this period; and simultaneously approved the Fiscal Year 2015/2016 Annual Action Plan; and

WHEREAS, On July 10, 2019 the City adopted Resolution No. 2019-70 approving Fiscal Year 2019/2020 Annual Action Plan which detail projects, activities, and programs to be funded by that year's funding allocation; and

WHEREAS, an amendment to the Annual Action Plan requires a public notice and a public hearing; and

WHEREAS, On May 27, 2020 the City adopted Resolution No. 2020-042 approving the first amendment to Fiscal Year 2019/2020 Annual Action Plan incorporating the first round of the CARES Act funds (CDBG-CV1) and the activities to be undertaken; and

WHEREAS, On February 24, 2021 the City adopted Resolution No. 2021-024 approving the second amendment to Fiscal Year 2019/2020 Annual Action Plan incorporating the third round of the CARES Act funds (CDBG-CV3) and the activities to be undertaken; and

WHEREAS, one hundred thousand dollars (\$100,000) of CDBG-CV1 funds initially slated for special economic development (via Resolution No. 2020-042) will be reprogrammed for the residential housing assistance payment program and other public service activities as defined by 24CFR 570.201 (e); and

WHEREAS, the Community Development Director recommends the approval of the third amendment to the City's Annual Action Plan for fiscal year 2019/20 for the purposes of reprogramming one hundred thousand dollars (\$100,000) from special economic development to the Residential Housing Assistance Payment Program and other public service activities as defined by 24CFR 570.201 (e) ; 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 amendment to the City's Annual Action Plan for fiscal year 2019/20 in accordance with 24 CFR Part 91 and consistent with City of Tamarac's Citizen Participation Plan.

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 referenced herein are hereby incorporated into this Resolution and made a specific part hereof.

SECTION 2: That the City Commission hereby approves the amendment to the City's Annual Action Plan for fiscal year 2019/2020 attached hereto as Exhibit "A", reprogramming one hundred thousand dollars (\$100,000) from special economic development to the Residential Housing Assistance Payment Program and other public service activities as defined by 24CFR 570.201 (e); and

SECTION 3: All resolutions or parts of resolutions in conflict herewith be, and the same 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021

CITY OF TAMARAC, FLORIDA

MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON,
CITY CLERK

M. GOMEZ	_____
M. BOLTON	_____
E. M. GELIN	_____
E. VILLALOBOS	_____
D. PLACKO	_____

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

JOHN R. HERIN
CITY ATTORNEY



2019 Annual Action Plan

3rd Amendment (CV1)

Version June 21, 2021

City of Tamarac
Community Development Department-Housing Division
7525 NW 88 Avenue
Tamarac, FL 33321

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Amended on May 27, 2020 to add CDBG CARES Act funds to the FY2019 Annual Action Plan.

A second amendment added CDBG-CV3 funding of \$339,281 and the Annual Action Plan. Total funding from CDBG-CV1 and CDBG-CV3 is now \$584,731.

A third amendment to reprogram \$100,000 of CV1 funds from special economic development to Residential Housing Payment Assistance Program and an addition of a new public service activity.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Tamarac was officially incorporated on July 19, 1963, the City is strategically located in the center of Broward County, between Miami-Dade and Palm Beach Counties in South Florida. The City of Tamarac participated in the U.S. Department of Housing and Urban Development (HUD) entitlement allocation formula as a recipient of federal funds for the first time in Fiscal Year 2000. This Annual Action Plan is the fifth year (FY 2019/2020) of the Five-Year Consolidated Planning period, which covers years 2015 to 2019. The Annual Action Plan outlines the activities the City will undertake in the fiscal year 2019/2020 (October 1, 2019 to September 30, 2020). Both the Consolidated Plan and the Annual Action Plan outline the strategies implemented by the City in providing Federal grant allocations funds to promote affordable housing initiatives and socio-economic programs to address identified community development needs.

In Fiscal Year 2019/2020, it is estimated that the City of Tamarac will receive a total of **\$399,552** to address identified community development needs. To receive CDBG funding, the City must assess local housing and community development needs and resources, and socioeconomic impediments toward building viable neighborhoods. The projects identified in this plan will be primarily used to benefit low- to moderate-income residents of the City.

The Vision statement of the City of Tamarac is “The City of Tamarac, Our Community of Choice-Leading the nation in quality of life through safe neighborhoods, a vibrant community, exceptional customer service and recognized excellence” and its Mission statement is “We are: “Committed to Excellence...Always” It is our job to foster and create an environment that: Responds to the Customer, Creates and Innovates, Works as a Team, Achieves Results, Makes a Difference”.

The Goals of the City of Tamarac are:

- Inclusive Community
- Healthy Financial Environment

- Dynamic Organizational Structure
- Clear Communication
- Vibrant Community

Along with the Vision, Mission and Goals of the City of Tamarac, this Annual Action Plan also incorporates priorities and programs addressing the basic goals of providing suitable living environment, providing decent housing and expand economic opportunities while primarily benefitting very low, low and moderate income persons.

CARES Act Amendment

On March 27, 2020 the Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to assist communities in their efforts to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic. The CARES Act included supplemental formula allocations to HUD's CPD programs, including CDBG for the City of Tamarac. The additional CDBG CARES Act funds allocated to the City was \$245,450, with provisions that suspends the 15% cap on public services and allows HUD to waive further program requirements if necessary. The CARES Act CDBG-CV grants were awarded in two rounds (CV1 & CV3). This first allocation is for CDBG-CV1.

Round 3 CDBG-CV3 Amendment (Update): On September 11, 2020, HUD made available the remaining CDBG-CV allocation funds to entitlement grantees. The allocation named CDBG-CV3 (Allocation 3 – Part A) will be the final allocation for CDBG CARES Act funding. The CDBG-CV3 formula allocation was developed by HUD to meet the statutory requirements of the CARES Act and the President's August 8, 2020 Executive Order "Fighting the Spread of COVID-19 by Providing Assistance to Renters and Homeowners." The CDBG-CV3 funding allocated to the City is \$339,281 and the Annual Action Plan has been amended to reflect the additional CDBG-CV funding. Total funding from CDBG-CV1 and CDBG-CV3 is now \$584,731.

CV1 Reprogramming Amendment: When the City received the first CARES allocation (CDBG-CV1), \$100,000 was slated for special economic development. Other funds were made available to Tamarac businesses and the \$100,000 was no longer needed for that activity. This 3rd amendment to the FY2019/2020 Annual Action Plan reprograms these funds to the Residential Housing Payment Assistance Program and other public service activities as defined by 24CFR 570.201 (e). Additionally, this amendment creates a new public service opportunity to help residents affected by COVID-19. The new activity will provide hurricane safety education materials and essentials such as flashlights, batteries, water, meals ready to eat (MRE) and other safety supplies. The Tamarac's Fire Department will assist with the education component and housing staff will coordinate distribution of the hurricane essential supplies, to be purchase from existing city vendors.

2. Summarize the objectives and outcomes identified in the Plan

This Annual Action Plan will focus on projects and activities that support the results of the Community Needs Survey identified in the City's Five Year Consolidated Plan. The survey results are remarkably similar to those of the past five years. Priority continues to be preservation of the City's affordable housing supply. Objectives for the next five years will be to provide home rehabilitation assistance and down payment assistance to income eligible applicants. Additionally, providing public services to meet the needs of Tamarac's rapidly changing demographics continues to be a high priority. The objectives to meet this need will be on-going evaluation of the types of services and the population most in need for such services.

3. Evaluation of past performance

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG grant programs. The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPERs) provide details on projects and programs completed by the City over the past five years. The City recognizes that the evaluation of past performance is critical to ensuring the City is implementing activities effectively and those activities align with the City's overall strategies and goals.

During Fiscal Year 2017/2018, the most recent completed year, U.S Department of Housing and Urban Development (HUD) funds (CDBG & HOME) have assisted with the following:

- Provided home rehabilitation for seven owner-occupied homes, meeting 100% of the goal.
- Provided a full-time temporary social worker that assisted 102 unduplicated residents in obtaining referrals, counseling and other social service needs.

4. Summary of Citizen Participation Process and consultation process

The City of Tamarac provides for and encourages citizen participation with particular emphasis on persons of low- to moderate-income. The City provides citizens reasonable and timely access to local meetings, information and records. During the development of the Five Year Plan (FY 2015/16-2019/20 the City sent out a "Needs Survey" to local and internal service providers as well as posted the survey on-line for additional public input. These service providers represent a wide range of individuals with expertise in engineering, planning, social services, economic development and parks and recreation. The consultation agencies were utilized to determine feasibility, duplication and consistency with local governmental plans, conformance with local zoning district, environmental impact and cost effectiveness. There were 3 public meetings held in order to obtain input from residents and those with any vested interest in future services to be provided by the City through its federally funded programs.

All projects must be proven feasible prior to receiving HUD funds, as many require documentation indicating financial feasibility and conformance with applicable regulations and constraints (i.e. zoning, land use, flood plan, etc.). Projects will not be funded if the proposed project duplicates an existing program which the public sector administers.

A draft of the FY2019/2020 Annual Plan was made available for public review, input, and comment before being adopted by the City's Commission and subsequently will be submitted to HUD. Citizens are encouraged to participate through public hearings held before the development of the draft, during review of the draft and adoption of the Action Plan.

The City of Tamarac under the provision of the CARES Act held a 5-day public comment period from May 21, 2020 to May 25, 2020. The Plan could be downloaded and viewed from the City's website at: <https://www.tamarac.org/367/Housing-Administration>.

A virtual public hearing was held at City Commission meeting on May 27, 2020 at 9:30 am to inform the public of the substantial amendment to the 2019 AAP. HUD provisions eliminate in-person public hearings, but allows grantees the option to hold virtual online hearings.

Round 3 CDBG-CV3 Amendment (Update): Citizens were encouraged to review the amended draft of the FY2019 AAP and provide written comment. A copy of amended draft was available for review and comment from the public commencing from February 15, 2021 and ending February 24, 2021 at <https://www.tamarac.org/367/Housing-Administration>.

As part of the planning process, the Community Development Department/Housing Division held a virtual public hearing for residents and other interested parties during the Virtual City Commission meeting on February 24, 2021 at 9:30 AM. The purpose of the meeting was to discuss the proposed amendment to the plan and receive input from the community regarding housing community development needs that should be considered.

CV1 Reprogramming Amendment: Citizens were encouraged to review the amended draft of the FY2019 AAP and provide written comment. A copy of amended draft was available for review and comment from the public commencing from July 7, 2021 and ending July 14, 2021 at <https://www.tamarac.org/367/Housing-Administration>.

As part of the planning process, the Community Development Department/Housing Division held a public hearing for residents and other interested parties during the City Commission meeting on July 14, 2021 at 7:00 PM. The purpose of the meeting was to discuss the proposed amendment to the plan and receive input from the community regarding housing community development needs that should be considered.

5. Summary of public comments

No public comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable. No public comments were received.

7. Summary

The City of Tamarac under the provision of the CARES Act held a 5-day public comment period from May 21, 2020 to May 25, 2020. The Plan could be downloaded and viewed from the City's website at: <https://www.tamarac.org/367/Housing-Administration>.

A virtual public hearing was held at City Commission meeting on May 27, 2020 at 9:30 am to inform the public of the substantial amendment to the 2019 AAP. HUD provisions eliminate in-person public hearings, but allows grantees the option to hold virtual online hearings. No public comments were received.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	TAMARAC	Community Development Department-Housing Division
HOME Administrator	TAMARAC	Community Development Department-Housing Division

Table 1 – Responsible Agencies

Narrative

The Community Development Department Housing Division has the primary responsibility for the administration of the Annual Action Plan.

Consolidated Plan Public Contact Information

Community Development Department
Maxine Calloway, Director
7525 NW 88 Avenue
Tamarac, FL 33321
(954) 597-3542
maxine.calloway@tamarac.org

Housing Division
Carolyn Francis-Royer, Housing and Community Development Manager
7525 NW 88 Avenue
Tamarac, FL 33321
(954) 597-3539
carolyn.francis-royer@tamarac.org

City Clerk's Office
Jennifer Johnson, City Clerk
7525 NW 88 Avenue
Tamarac, FL 33321
(954) 597-3506
jennifer.johnson@tamarac.org

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Tamarac is the lead agency for completing the City's Consolidated Plan under the CDBG program. The City receives its HOME funds through the Broward County HOME Consortium. All other grant funds received from other entities are administered by the City Community Development Department, Housing Division.

The City collaborates with several community stakeholders. Private and non-profit providers, advocacy agencies, housing developers, social service providers and other key partners play an instrumental role in addressing the needs of the residents of Tamarac. Grant funding does not cover all needs, therefore, external partnerships ensure continuity of resources for all.

City staff is regularly familiarized with the needs of the community via the various professional affiliations, committees, memberships and associations. On-going review and consultation is the primary method of providing the best services to residents of Tamarac.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

During the development of the Five Year Plan (FY 2015/16-2019/20) the City sent out a "Needs Survey" to local and internal service providers as well as posted the survey on-line for additional public input. These service providers represent a wide range of individuals with expertise in engineering, planning, social services, economic development and parks and recreation. The consultation agencies were utilized to determine feasibility, duplication and consistency with local governmental plans, conformance with local zoning district, environmental impact and cost effectiveness. There are 3 public meetings as well to obtain input for both residents and those with any vested interest in future services to be provided by the City through its federally funded programs.

The "Community Needs Survey" was sent to 15 agencies, in addition to being placed on the City's website for a 30 day period.

All projects must be proven feasible prior to receiving HUD funds, as many require documentation indicating financial feasibility and conformance with applicable regulations and constraints (i.e. zoning, land use, flood plan, etc.). Projects will not be funded if the proposed project duplicates an existing program which the public sector administers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City is a member of the Broward County Homeless Partnership Initiative, which is the lead agency for the regional (Broward County) Continuum of Care. The City supports the Initiative and its efforts to end homelessness. Through regular meetings and reports provided by Broward County, the City is kept up to date with Tamarac's homeless population.

Broward's Continuum of Care addresses all aspects of homelessness including prevention, outreach, emergency shelter, transitional and permanent affordable housing, and supportive services. This work includes:

- Facilitating community, business and governmental involvement in the homeless continuum of care
- Direct oversight of the County's three regional Homeless Assistance Centers
- Creating new and innovative programs to serve Broward's homeless population (such as the County's first homeless medical respite care facility)

Participation in the creation of applications and requests for proposals

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Tamarac is not a recipient of ESG funds and therefore does not participate in the development or use of ESG funds.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Daniel Cantor Senior Center
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
2	Agency/Group/Organization	FIRST CALL FOR HELP OF BROWARD 211
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

All known local organizations who potentially provide services to the residents of Tamarac were sent the Consolidated Plan Needs Survey. Fifteen agencies were sent the survey. Additionally, the survey was posted on the City's website for 30 days. One local business participated in the survey.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Broward County	As a member of the Broward County HOME Consortium, coordination with the Broward County Continuum of Care occurs naturally. Additionally, the County's Point In Time Count is used to assess the homeless population and its needs. Broward County Homeless Initiative Partnership released data on the January 2019 Point-In- Time Preliminary results. A total of 2,803 homeless persons were counted. Of those counted 89.1% are over 18 years old, 32.6 % were identified as chronically homeless, 3.8% of the chronically homeless are classified as youth. 57.6% are Black, 40.2% are white and less than 2% are classified as other. 69% are male, 30.6% are female and less than 1% represent other.

Table 3 - Other local / regional / federal planning efforts

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Community Needs Survey process was utilized to prioritize the City's activities and programs to be funded over the next five years via federal, state and local funding sources. Although a successful exercise, the results were not surprising at all. The City of Tamarac regularly assesses the needs of its residents via annual neighborhood meetings gathering input on District specific needs, resident satisfaction surveys, Open City Hall our newest form of communication with the residents, as well as many more department specific analysis on how best to meet the needs of the community. The input received from the City's partners, adjacent governments.

The City of Tamarac under the provision of the CARES Act held a 5-day public comment period from May 21, 2020 to May 25, 2020. The Plan could be downloaded and viewed from the City's website at: <https://www.tamarac.org/367/Housing-Administration>.

A virtual public hearing was held at City Commission meeting on May 27, 2020 at 9:30 am to inform the public of the substantial amendment to the 2019 AAP. HUD provisions eliminate in-person public hearings, but allows grantees the option to hold virtual online hearings.

CDBG-CV Amendment (Update): Citizens were encouraged to review the amended draft of the FY2019 AAP and provide written comment. A copy of amended draft was available for review and comment commencing February 15, 2021 and ending February 24, 2021 at <https://www.tamarac.org/367/Housing-Administration>. As part of the planning process, the Community Development Department/Housing Division held a virtual public hearing for residents and other interested parties during the Virtual City Commission meeting on February 24, 2021 at 9:30 AM. The purpose of the meeting was to discuss the proposed amendment to the plan and receive input from the community regarding housing community development needs that should be considered.

CV1 Reprogramming Amendment: Citizens were encouraged to review the amended draft of the FY2019 AAP and provide written comment. A copy of amended draft was available for review and comment from the public commencing from July 7, 2021 and ending July 14, 2021 at <https://www.tamarac.org/367/Housing-Administration>. As part of the planning process, the Community Development Department/Housing Division held a public hearing for residents and other interested parties during the City Commission meeting on July 14, 2021 at 7:00 PM. The purpose of the meeting was to discuss the proposed amendment to the plan and receive input from the community regarding housing community development needs that should be considered.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
1	Newspaper Ad	Non-targeted/broad community		No comments received		
2	Public Hearing	Non-targeted/broad community		July 3, 2019- Planning Board-No comments received		
3	Public Hearing	Non-targeted/broad community		July 10, 2019 - City Commission- No comments received		
4	Public Meeting	Non-targeted/broad community		July 10, 2019 -City Commission-No comments received		
5	5-Day Public Comment Period	Non-targeted/broad community	The City of Tamarac under the provision of the CARES Act held a 5-day public comment period from May 21, 2020 to May 25, 2020. The Plan could be downloaded and viewed from the City's website.	No comments received	No comments received	
6	City Commission	Non-targeted/broad community	A virtual public hearing was held at City Commission on May 27, 2020 to inform the public of the substantial amendment to the 2019 AAP. HUD provisions eliminate in-person public hearings, but allows grantees the option to hold virtual online hearings.	No comments received	No comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
7	5-Day Public Comment Period	Non-targeted/broad community	CDBG-CV3 Amendment: The City of Tamarac under the provision of the CARES Act held a 5-day public comment period from February 15, 2021 to February 24, 2021. The Plan could be downloaded and viewed from the City's website.	All comments accepted.	All comments accepted.	
8	City Commission	Non-targeted/broad community	CDBG-CV3 Amendment: A virtual public hearing was held at City Commission on February 24, 2021 at 9:30AM. The purpose of the meeting was to discuss the proposed amendment to the plan and receive input from the community regarding housing community development needs that should be considered.	All comments accepted.	All comments accepted.	
9	5-Day Public Comment Period	Non-targeted/broad community	CDBG-CV1 Reprogramming Amendment: The City of Tamarac under the provision of the CARES Act held a 5-day public comment period from July 7, 2021 to July 14, 2021. The Plan could be downloaded and viewed from the City's website.	All comments accepted.	All comments accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
10	City Commission	Non-targeted/broad community	CDBG-CV1 Reprogramming Amendment: A public hearing was held at City Commission on July 14, 2021 at 7:00PM. The purpose of the meeting was to discuss the proposed amendment to the plan and receive input from the community regarding housing community development needs that should be considered.	All comments accepted.	All comments accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The annual allocation for the City of Tamarac for its CDBG program is \$399,552. As a recipient of CDBG, HOME and SHIP funds, the City intends to allocate funding according to priority need. The City proposes to use CDBG funds for public service, owner occupied rehabilitation assistance, and administration. The City anticipates receiving \$87,873 in State Housing Initiative Partnership (SHIP) funds and \$121, 889 (FY 18/19) and \$110,191 (FY 19/20) in Home Investment Partnership (HOME) funds through Broward County Consortium.

Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) was first authorized by the U.S. Congress in 1974, by the Housing and Community Development Act of 1974 (HCDA), with subsequent amendments. The primary purpose of the HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. At least 70% of all CDBG funds must be spent on activities which benefit low or moderate income persons. Funds are used for housing to benefit low and moderate income persons, public facilities and improvements, expanded public services that include employment training, child care, fair housing counseling or recreational needs; rehabilitation of private or publicly owned buildings; economic development activities that create or retain jobs for low and moderate income persons.

Home Investment Partnerships Program (HOME)

Since FY 2002, the City of Tamarac has been a member of the Broward County HOME Consortium along with the Entitlement Cities of Coral Springs, Margate, Deerfield Beach, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME).

The City of Tamarac receives an allocation of these funds as a member of the Consortium. The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition, rehabilitation, and new

construction of housing, and tenant based rental assistance. In addition, HUD rules require that at least 15% of HOME funds be set aside for community housing development organizations to develop affordable housing. HOME funds may be used to provide: affordable renter/owner occupied units; tenant based rental assistance; administrative and planning costs; and payment of operating expenses of community housing development organizations. Housing development costs include acquisition, new construction, re-construction, pre-development and financing costs.

State Housing Initiative Partnership (SHIP) Program

The City of Tamarac typically receives an annual allocation under this program. Florida Housing administers the State Housing Initiatives Partnership program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	399,552	0	0	399,552	399,552	The City is an entitlement grantee and anticipates receiving \$399,552 for the upcoming fiscal year.
Other CDBG-CV	public - federal	Admin and Planning Economic Development Housing	584,731	0	0	584,731	0	CARES Act Amendment funds allocated to the City of Tamarac was CDBG-CV1 for \$245,450 and CDBG-CV3 for \$339,281.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

As a recipient of CDBG, HOME and SHIP funds, the City intends to allocate according to priority need. The activities recommended in each Annual Action Plan may vary, however, affordable housing will remain a priority for the City of Tamarac and Home Rehabilitation will be a key activity across all funding sources.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs

identified in the plan

At this time, the City does not own any properties located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

No further discussion necessary

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing	2015	2019	Affordable Housing	City Wide Low-Mod	Ensure adequate supply of affordable housing; Rehabilitation of owner-occupied housing; Minimize foreclosures and evictions	CDBG: \$279,597 CDBG-CV: \$522,458	Public service activities for Low/Moderate Income Housing Benefit: 74 Households Assisted; Reprogramming will add approximately 50 households; Homeowner Housing Rehabilitated: 4 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Public/Social Services	2015	2019	Non-Homeless Special Needs Public Services	City Wide Low-Mod	Provide public/social services	CDBG: \$119,955 CDBG-CV: \$62,273	Public service activities other than Low/Moderate Income Housing Benefit: 125 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 12 Households Assisted Public Service activities for Low/Moderate Income Housing Benefit (Hurricane Preparedness Education and supplies): 50 Households Assisted
3	Economic Development	2015	2019	Non-Housing Community Development	City Wide Low-Mod	Provide public/social services Support Economic Development	CDBG-CV: \$0 reprogrammed	Jobs created/retained: 20 Jobs Businesses assisted: 10 Businesses Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing
	Goal Description	Owner Occupied Home Rehabilitation (including Rehabilitation Service Delivery) Housing Payments Program to help with housing payment assistance for eligible homeowners for a maximum 3 consecutive payments.
2	Goal Name	Public/Social Services
	Goal Description	Feeding Seniors Program- Meals on Wheels South Florida Preventive and Intervention Services for Youth- Voices for Children of Broward Education Workshop Hurricane Preparedness Education and Essential Supplies
3	Goal Name	Economic Development
	Goal Description	CDBG-CV funds will help to assist small businesses with direct financial assistance to help with job retention.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The statutes for the HUD CDBG grant programs set forth three basic goals which are closely related to the major commitments and priorities of the U.S. Department of Housing and Urban Development (HUD). Each of these goals must primarily benefit very low, low and moderate income persons within the context described below:

1. To provide suitable living environment
2. To provide decent housing
3. To expand economic opportunities

This annual action plan incorporates priority projects and programs addressing these goals.

SUBSTANTIAL AMENDMENT:

The City will reallocate funds from Housing Programs to Public Services. CDBG-CV funds have also been added to create CV projects.

#	Project Name
1	Program Administration
2	Owner Occupied Home Rehabilitation
3	Public Service
4	CV-Administration CARES Act Amendment
5	CV-Special Economic Development CARES Act Amendment
6	CV-Housing Payments Program CARES Act Amendment

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The main focus is maintaining affordable housing and public services to all low-moderate income residents of Tamarac, including those with special needs.

The major obstacle is funding, or lack thereof. Both federal and state allocations fluctuate and are often decreased from year to year making planning for the future and meeting the needs of the underserved difficult.

AP-38 Project Summary
Project Summary Information

1	Project Name	Program Administration
	Target Area	City Wide Low-Mod
	Goals Supported	Housing
	Needs Addressed	Ensure adequate supply of affordable housing
	Funding	CDBG: \$79,910
	Description	This project will provide for general management, oversight, and coordination of the programs, to include an annual grant audit.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Program administration of CDBG projects that will benefit an estimated four (4) low- to moderate-income families from owner-occupied rehabilitation, ten (10) low- to moderate-income families from the Housing Payments Program and approximately one hundred thirty-seven (137) low- to moderate-income households will benefit from public services.
	Location Description	Citywide
2	Planned Activities	Administration of CDBG programs: Housing Program (Owner-Occupied Rehabilitation and Housing Payments Project) and Public Services (Senior Feeding Program, and Preventive and Intervention Services).
	Project Name	Owner Occupied Home Rehabilitation
	Target Area	City Wide Low-Mod
	Goals Supported	Housing
	Needs Addressed	Rehabilitation of owner occupied housing
	Funding	CDBG: \$239,642
	Description	This project will fund the residential rehabilitation activity (Minor Home Repair) for a minimum of four (4) low to moderate-income households who are experiencing conditions in and around the home that pose a threat to health, safety, and welfare of the household occupants. This project will also fund housing rehabilitation delivery cost and will be carried out on a citywide basis.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately four (4) low to moderate income households will benefit from this project.

	Location Description	Citywide
	Planned Activities	Planned activities for Housing Programs include: Minor Home Repair: Owner-Occupied Rehabilitation activities and Rehabilitation Delivery Costs: \$239,642
3	Project Name	Public Service
	Target Area	City Wide Low-Mod
	Goals Supported	Public/Social Services
	Needs Addressed	Provide public/social services
	Funding	CDBG: \$80,000
	Description	This project will provide funding for public service activities benefiting seniors and youth. There was \$50,000 reallocated from Housing programs to support Public Services.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately one hundred twenty-five (125) persons will benefit from proposed public service activities. Twelve (12) households will benefit from the proposed public services.
	Location Description	Citywide
	Planned Activities	Planned activities: Seniors Feeding Program and Preventive & Intervention Services for Youth.
4	Project Name	CV-Administration CARES Act Amendment
	Target Area	City Wide Low-Mod
	Goals Supported	Housing Economic Development
	Needs Addressed	Ensure adequate supply of affordable housing Support Economic Development
	Funding	CDBG-CV: \$116,946
	Description	Administration of the CDBG Cares Act Funds in the City. The City will utilize 20% of funds towards admin. CDBG-CV1: \$49,090 CDBG-CV3: \$67,856
	Target Date	9/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	N/A. Administration of the CDBG Cares Act Funds in the City.
	Location Description	Citywide
	Planned Activities	Administration of the CDBG Cares Act Funds in the City. This activity will provide general management, oversight, and coordination of the programs. Additionally, this activity will provide for an annual grant audit, and provide provision of fair housing services designed to further the fair housing and is eligible under 24 CFR 570.206(a).
5	Project Name	CV-Special Economic Development CARES Act Amendment
	Target Area	City Wide Low-Mod
	Goals Supported	Economic Development
	Needs Addressed	Support Economic Development
	Funding	CDBG-CV: \$0
	Description	CDBG-CV funds will help to assist 10 small businesses with direct financial assistance to help with job retention.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 10 small businesses will be assisted and 20 persons will be assisted with job retention.
	Location Description	Citywide
	Planned Activities	Planned activities will include direct financial assistance to small businesses in the City to help with retaining jobs.
6	Project Name	CV-Housing Payments Program CARES Act Amendment
	Target Area	City Wide Low-Mod
	Goals Supported	Housing
	Needs Addressed	Ensure adequate supply of affordable housing
	Funding	CDBG-CV: \$417,785

	Description	<p>In response to COVID-19, the City of Tamarac developed a Housing Assistance Payment Program. The program is design to assist households that earn 80% or below the area median income prior to income reduction or loss as a result of COVID-19. Funds are awarded as a grant and must be used to pay mortgage, rent, and/or utilities. This program can pay no more than six (6) consecutive payments and a maximum award of \$5,000. Payments are made directly to the mortgagor, landlord and utility company. This activity will benefit low income persons as qualified under 24 CFR Part 570.</p> <p>CDBG-CV1: \$96,360</p> <p>CDBG-CV1: \$50,000 reprogrammed</p> <p>CDBG-CV3: \$271,425</p>
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	<p>Approximately 74 low to moderate income households will benefit from the Housing Payments Program.</p> <p>Reprogramming will assist an additional 50 households approximately.</p>
	Location Description	Citywide
	Planned Activities	<p>Housing Payments Program: CDBG-CV funds will help to assist with housing payment assistance for eligible homeowners for a maximum 6 consecutive payments and a maximum award of \$5,000.</p> <p>CDBG-CV Housing Payments Program: \$417,785 = 124 households assisted</p>
7	Project Name	Public Service
	Target Area	City Wide Low-Mod
	Goals Supported	Public/Social Services
	Needs Addressed	Provide public/social services
	Funding	CDBG-CV1: \$50,000
	Description	This project will provide funding for public service activities benefiting households impacted by COVID-19. \$50,000 is reprogrammed from special economic development.

	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately fifty (50) persons will benefit from proposed public service activities.
	Location Description	Citywide
	Planned Activities	Hurricane preparedness education and distribution of safety and essential supplies

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Federal and State grant funds are available City-wide. However, the end user must be income eligible. The City has no target areas and the low-income and minority concentration areas may access programs and activities equally to those of all other Tamarac residents.

Geographic Distribution

Target Area	Percentage of Funds
NSP Sunflower Community	0
NSP Mainlands Section 10	0
City Wide Low-Mod	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

No priority areas for funding allocation.

Discussion

No further discussion necessary

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Tamarac recognizes the importance of promoting affordable housing. The City is experiencing a growth in population size and recognizes the need to identify effective strategies to provide affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Tamarac promotes affordable housing and removes barriers to affordable housing by the use of the following strategies:

- Expediting the processing of approvals of development orders or permits for affordable housing projects.
- Use of a formal process by which the City considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The City allows for flexible lot configurations, including zero-lot- line, for affordable housing
- The City supports development near transportation hubs, major employment centers and mixed use development.

Discussion

No further discussion necessary

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Throughout the year, City staff participate in several community events, outreach efforts, educational workshops, public service announcements, and invitational guest speaking opportunities at various communities, boards, organizations, non-profits, and for-profits to assess the needs of the community and share information with the residents of Tamarac as to the availability of funds.

Several members of City staff are members of various boards, committees and sub-committees at which county-wide coordination is reached on issues pertaining to planning, transportation, housing, community development and neighborhood revitalization.

Actions planned to address obstacles to meeting underserved needs

The City's Social Services Division is available at all times to address the needs of the residents. Direct and/or indirect service delivery is coordinated through the City's Social Service staff. Staff has access to both internal and external programs and agencies which may be required to assist underserved needs.

Actions planned to foster and maintain affordable housing

The City has an Affordable Housing Policy as well as a Minimum Housing Code which lays out the City's plans to foster and maintain affordable housing, ensure future housing needs are met and development is in coordination with the City's Comprehensive and Consolidated Plans. In addition to the l

The City has an Affordable Housing Policy as well as a Minimum Housing Code which lays out the City's plans to foster and maintain affordable housing, ensure future housing needs are met and development is in coordination with the City's Comprehensive and Consolidated Plans. In addition to the long-term goals of the policy, the Community Development Department will continue to promote affordable housing needs of the community.

The City participates in local Homebuyer and Foreclosure Prevention workshops and seminars to further assist those in need.

ong-term goals of the policy, the Community Development Department will continue to promote affordable housing needs of the community.

The City participates in local Homebuyer and Foreclosure Prevention workshops and seminars to further

assist those in need.

Actions planned to reduce lead-based paint hazards

The Housing Division will continue to provide lead-based paint assessments and abatement on properties identified and containing hazards. A lead-based paint review of all properties constructed prior to 1978 is conducted prior to providing assistance. The City will also provide lead-based paint education during mandatory workshops for all clients assisted with CDBG funds under the Owner-Occupied Minor Home Repair program

Actions planned to reduce the number of poverty-level families

The City will continue to dedicate a majority of its federal and state funding to affordable housing strategies and coordinate with the Broward Coalition for the Homeless and Broward County agencies to support additional programs to limit poverty among the residents of Tamarac. Housing counseling, debt management, credit repair, as well as other social services are provided through various partners available to assist residents in financial crisis.

Actions planned to develop institutional structure

The City's Housing programs will continue to be administered in-house by City staff. Internal City staff, committees, and Boards will review and recommend activities to be carried out under the Consolidated Plan. Additional input will be sought from outside agencies for the formulation of unmet needs and activities to address them.

The City's Service Delivery System is largely conducted by City staff. Public Services are provided by the City's grant funds, local public services agencies and non-profit agencies. Coordination is strong, funding is weak.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Tamarac participates in County/City Committees created to coordinate public, private and community based efforts to expand affordable housing and economic development initiatives through research and program development activities that support community development joint ventures between the private and public sectors. To further the cause for affordable housing, the City will determine the following actions:

- Continue to support the efforts of the City to develop recommendations regarding land use revisions/changes that would provide development incentives for the expansion of affordable

rental/owner occupied housing.

- Continue the implementation of the State Housing Incentive Partnership (SHIP) Program to promote and diversify available financing and inducement incentives to expand the affordable housing stock in the city of Tamarac.
- The City of Tamarac Community Development Department will identify publicly owned land/buildings that can be developed for affordable housing initiatives.

Discussion

The City's Community Development Department will act as the primary entity responsible for the coordinating, planning and implementing of programs and projects internally, and among private and public agencies.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

PROGRAM INCOME is only generated when a previous recipient of CDBG funds (or other entitlement programs) defaults on the terms of their deferred loan and repayment is due to the City. The City's Home Rehabilitation activity is the only CDBG activity in which funds are issued in the form of a deferred loan.

Recapture Terms/Affordability Period for the Housing activities are as such:

- Deferred loan secured by a lien against the property for a period of fifteen (15) years with zero (0) percent interest with a principal reduction of twenty (20) percent beginning in year eleven. At the end of the fifteenth year, the loan is forgiven. The pro-rated repayment is due upon the sale or transfer of the property or if cash equity is taken out within the fifteen (15) year loan term.
- The City's loan documents provide that the obligation for repayment shall continue for the entire recapture terms even in the event of the death of the homeowner. The obligation to repay funds during the recapture period in the event of the sale of the property, or due to failure to comply with the obligations as stated in the loan document shall transfer to any heir or beneficiary of the deceased property owner.
- The sale, transfer of ownership of the Property, refinancing of the Property with a cash payment to the Owner-Occupant, or the Owner-Occupant's vacation of the property as a primary residence during the fifteen (15) year term of the Agreement shall constitute a default. The prorated amount of the principal balance of the Deferred Payment Loan that is remaining to be paid at the time of the default shall be payable, in full, to the City of Tamarac.

Should Program Income be received, funds are returned to the current fiscal year and allocated to the activity to which funds were originally expended.

**Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

Discussion

Fair Housing

Fair Housing in the City of Tamarac is promoted during community events, workshops, and as part of the one-on-one housing counseling at the staff level. Due to a decrease in funding, the City will develop Fair Housing initiatives to address need in the City.

The Fair Housing Action Plan consists of updating the City's Analysis of Impediments, conducting Fair Housing educational outreach sessions, distributing Fair Housing and Predatory Lending educational materials, conducting in partnership with other jurisdictions a National Fair Housing Month event, and publishing several Public Service Announcements. The last update to the City's Analysis of Impediments was completed in May 2020.

Section 3

The City has a Section 3 Plan which is included in all solicitations utilizing federal funds incorporated Section 3 language.

Davis Bacon

City of Tamarac has a Davis Bacon Plan. All solicitations incorporate Davis Bacon requirements when federally funded. If applicable Davis Bacon monitoring takes place ensuring compliance on these jobs. If applicable, Staff attends the award conference notifying the contractor of its Davis Bacon obligations and conducts on-site interviews with labor personnel confirming labor standards are being met.



Title - Discussion related to Social Media Use