



**CITY OF COOPER CITY**  
**CITY COMMISSION REGULAR MEETING**  
Tuesday, July 27, 2021 at 6:30 PM  
City Hall Auditorium | 9090 SW 50th Place

## **AGENDA**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **CHANGES TO AGENDA/EMERGENCY MATTERS**

### **PROCLAMATIONS/PRESENTATIONS**

- [1.](#) Proclamation for Rubin Stacy Memorial Boulevard - **Commission**
2. Yard of the Month - **Commissioner Meltzer**
- [3.](#) Fiscal Year 2021-2022 Budget Overview - **Finance**

### **PUBLIC SPEAKING**

**Open Public Meeting** - Any individual may speak for a time period of up to four (4) minutes' duration regarding any matters which are pertinent to the City. Each Commission member shall have up to three (3) minutes to answer questions and concerns submitted to them by such individuals or may defer to the City Manager, as applicable. Any questions requiring additional research may be responded to subsequently (e.g. within 48 hours of the Commission Meeting). There will be a sixty-minute aggregate time limit for this item. If a person desires to speak on an item that is designated for a public hearing, their comments should be held until the public hearing.

**Agenda Concerns** - Presentations by members of the public will each be limited to four (4) minutes. Comments may address any issue on this agenda, provided that if a person wishes to speak on an item designated for public hearing, their comments should be held until the public hearing is opened by the Mayor. There will be a thirty-minute aggregate time limit for this item.

### **BOARD/ADMINISTRATIVE REPORTS**

- [4.](#) June 2021 Financial Reports

### **CONSENT AGENDA**

#### **Minutes**

- [5.](#) Commission Recognition meeting minutes of June 8, 2021
- [6.](#) Regular Commission meeting minutes of June 8, 2021
- [7.](#) Regular Commission meeting minutes of June 22, 2021

### **REGULAR AGENDA**

- [8.](#) Discussion on the formula used for procurement process – **Commissioner Shrouder**
- [9.](#) Motion to approve an agreement with the Law Offices of Steven A. Schaet, LLC for municipal public defender services - **Administration**

- [10.](#) Motion to approve the award of RFP #2021-1-COMM, Commission Auditor to MSL, PA – **Commission**
- [11.](#) VPN Access for Commissioners to have remote access – **Commissioner Shrouder**
- [12.](#) Discussion on Recycling – **Commissioner Shrouder**
- [13.](#) Discussion on financial impact of each proposed change to the personnel manual – **Commissioner Shrouder**
- [14.](#) Discussion on sports field use - **Commissioner Shrouder**

### **REGULAR RESOLUTIONS**

[15.](#) **Resolution 21-32 (Finance)**

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 6.228 FOR THE FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

[16.](#) **Resolution 21-33 (Finance)**

**A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF COOPER CITY, FLORIDA; DESCRIBING THE METHOD OF ANNUALLY ASSESSING FIRE SERVICES COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF COOPER CITY; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR THE ESTABLISHMENT OF THE ASSESSED COSTS AND ASSESSMENT RATES FOR FIRE SERVICES FOR FISCAL YEAR 2021-2022; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

[17.](#) **Resolution 21-34 (Administration/Administrative Services)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING THE AMENDED COOPER CITY MANUAL OF PERSONNEL POLICIES, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS: PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

### **ORDINANCES ON FIRST READING**

[18.](#) **ORDINANCE NO. 21-21 (Commissioner Shrouder)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 10, RENAMING CHAPTER 10 "NOISE AND VIBRATIONS;" AMENDING SECTION 10-2, ENTITLED "DEFINITIONS;" AMENDING SECTION 10-3, ENTITLED "EXCESSIVE NOISE PROHIBITED;" AMENDING SECTION 10-4, ENTITLED "MAXIMUM PERMISSIBLE SOUND LEVELS;" PROVIDING FOR ASSESSMENT OF SOUND LEVELS WITHOUT A SOUND LEVEL METER; AMENDING SECTION 10-9 ENTITLED "ENFORCEMENT RESPONSIBILITY;"

PROVIDING FOR PROCEDURE OF ENFORCEMENT; DELETING SECTION 10-11 ENTITLED "PENALTY FOR VIOLATIONS;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**ORDINANCES ON SECOND READING (Public Hearing)**

**19. ORDINANCE NO. 21-20 (Community Development)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION," AMENDING ARTICLE X ENTITLED, "COOPER CITY PROCURMENT CODE," BY CREATING SECTION 2-269, TO BE ENTITLED "PUBLIC PRIVATE PARTNERSHIPS;" ESTABLISHING PROCEDURES FOR THE SUBMISSION AND CONSIDERATION OF UNSOLICITED PROPOSALS IN ACCORDANCE WITH SECTION 255.065, F.S.; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR AN APPLICATION FEE; ESTABLISHING EVALUATION CRITERIA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**CITY ATTORNEY REPORT**

**COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA**

**CITY MANAGER REPORT**

20. Staff Update on ARPA

**POLICE CHIEF'S REPORT**

**FIRE CHIEF'S REPORT**

**ADDITIONAL PUBLIC COMMENTS (2 MINUTES)**

**ADJOURNMENT**

**ADA NOTICE**

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at [www.coopercityfl.org](http://www.coopercityfl.org) or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

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Office of the City Commission

# Proclamation



**WHEREAS**, according to records maintained by the National Association for the Advancement of Colored People (NAACP), between 1882 and 1968, approximately 4,743 people, mostly black Americans, were lynched in the United States of America, and of these, 282 were known to have occurred in the State of Florida; and

**WHEREAS**, the records further reveal that Rubin Stacy, a 29-year-old black American male, a husband, father, laborer, and resident of Broward County, was lynched in Fort Lauderdale, Florida on July 19, 1935; and

**WHEREAS**, there are various reports with conflicting accounts as to the allegations by a white woman who lived on Old Davie Road, now known as Davie Boulevard, just southwest of 31st Avenue, which led to Mr. Stacy’s arrest and ultimate lynching; and

**WHEREAS**, Mr. Stacy was killed near the accuser’s home, was left hanging from a tree while nearly 1,000 people went to see his mutilated body, and his death certificate lists “lynching by mob” as a contributing cause of death and the principal cause of death was a “broken neck and gunshot wounds through the heart;” and

**WHEREAS**, it is evident from all accounts and the record that Mr. Stacy was denied justice at the hands of a lynch mob; and

**WHEREAS**, the City of Cooper City Commission is grateful to the City of Fort Lauderdale City Commission for its 2021 Resolution to recognize and memorialize Rubin Stacy by bringing awareness and education to the injustice and negative impacts surrounding acts of lynching, racial injustice, and social inequality by designating the segment of Davie Boulevard (State Road 736) between Interstate 95 (“I-95”) and U.S. Highway 441 (“US-441”), also known as State Road 7, with the secondary street name of “Rubin Stacy Memorial Boulevard” in an effort to encourage the search for truth and reconciliation that leads to real solutions to contemporary problems.

**NOW THEREFORE**, be it resolved that I, Mayor Greg Ross, and the City Commission hereby proclaim

Our Appreciation and Support for this Resolution by the City Commission  
of the City of Fort Lauderdale

**In Witness Whereof**, I have hereunto set my hand and caused the Great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this 27th day of July A.D., 2021



GREG ROSS  
Mayor, City of Cooper City







## CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Finance Department

**SUBJECT:** Fiscal Year 2021-2022 Budget Overview

**BACKGROUND OF ITEM:**

Please see attached budget presentation (Forth coming) and related documentation

**ATTACHMENTS:**

1. FY 2021- 2022 Budget Status to date
2. FY 2020 Budget to Actual Revenues and Expenditures/ Expenses – All funds
3. Budget Presentation

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 001 - GENERAL FUND							
Revenues							
Dept 000 - DEFAULT							
001-000-311001-311	AD VALOREM TAXES	20,224,117.00	20,224,117.00	20,227,888.52	(3,771.52)	0.00	100.02
001-000-311002-311	AD VALOREM TAXES-DELINQUENT	7,000.00	7,000.00	925.22	6,074.78	0.00	13.22
001-000-311003-311	AD VALOREM TAXES-INTEREST & PENALTY	15,000.00	15,000.00	16,163.46	(1,163.46)	0.00	107.76
001-000-312510-312	STATE CONTRIBUTION-FIRE	188,622.00	188,622.00	208,155.00	(19,533.00)	0.00	110.36
001-000-312520-312	STATE CONTRIBUTION-POLICE	279,998.00	342,773.00	342,773.26	(0.26)	0.00	100.00
001-000-314100-314	UTILITY SERVICE TAX-ELECTRICITY	2,383,600.00	2,383,600.00	2,503,127.24	(119,527.24)	0.00	105.01
001-000-314201-314	UTILITY SERVICE TAX-TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00
001-000-314900-314	UTILITY SERVICE TAX-OTHER	53,530.00	53,530.00	53,679.99	(149.99)	0.00	100.28
001-000-315000-315	COMMUNICATION SERVICE TAXES	956,591.00	956,591.00	825,606.40	130,984.60	0.00	86.31
001-000-316000-316	OTHER TAXES-LOCAL BUSINESS(LBTR)	490,000.00	490,000.00	417,893.88	72,106.12	0.00	85.28
001-000-319100-319	PUBLIC SERVICE FEES	0.00	0.00	0.00	0.00	0.00	0.00
001-000-322001-322	BUILDING PERMITS-STRUCTURAL	0.00	0.00	(383.92)	383.92	0.00	100.00
001-000-322002-322	BUILDING PERMITS-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
001-000-322004-322	BUILDING PERMITS-MECHANICAL	0.00	0.00	0.00	0.00	0.00	0.00
001-000-322006-322	BUILDING PERMITS-TECHNOLOGY FEE	0.00	0.00	0.00	0.00	0.00	0.00
001-000-322008-322	BUILDING PERMITS-DARLINGTON/MONTERRA	0.00	0.00	0.00	0.00	0.00	0.00
001-000-323100-323	FRANCHISE FEE-ELECTRICITY	1,833,000.00	1,833,000.00	1,799,022.76	33,977.24	0.00	98.15
001-000-323202-323	FRANCHISE FEE-T MOBILE	72,140.00	72,140.00	72,317.75	(177.75)	0.00	100.25
001-000-323203-323	FRANCHISE FEE-SPECTRASITE	55,415.00	55,415.00	52,115.45	3,299.55	0.00	94.05
001-000-323205-323	FRANCHISE FEE-NEXTEL	59,176.00	59,176.00	56,929.99	2,246.01	0.00	96.20
001-000-323206-323	FRANCHISE FEE-CROWN CASTLE	142,480.00	142,480.00	140,349.03	2,130.97	0.00	98.50
001-000-323700-323	FRANCHISE FEE-SOLID WASTE	505,000.00	505,000.00	535,651.85	(30,651.85)	0.00	106.07
001-000-323900-323	FRANCHISE FEE-RECYCLING	46,056.00	46,056.00	46,989.94	(933.94)	0.00	102.03
001-000-323901-323	FRANCHISE FEE-TOWING	37,500.00	37,500.00	39,593.74	(2,093.74)	0.00	105.58
001-000-329001-329	OTHER-CONTRACTOR'S FILING FEE	0.00	0.00	0.00	0.00	0.00	0.00
001-000-329002-329	FEES-SIDEWALK INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00
001-000-331200-331	FEDERAL GRANT-UNIVERSAL HIRING PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
001-000-331201-331	FEDERAL GRANT-COPS MORE	0.00	0.00	0.00	0.00	0.00	0.00
001-000-331202-331	FEDERAL GRANT-LLEBG	0.00	0.00	0.00	0.00	0.00	0.00
001-000-331203-331	FEDERAL GRANT-COPS FOR SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
001-000-331204-331	FEDERAL GRANT-CDBG	20,000.00	20,000.00	0.00	20,000.00	0.00	0.00
001-000-331205-331	FEDERAL GRANT-BULLET PROOF VEST	0.00	0.00	0.00	0.00	0.00	0.00
001-000-331206-331	FEDERAL GRANT-LIBERTY SHIELD	0.00	0.00	0.00	0.00	0.00	0.00
001-000-331400-331	FEDERAL GRANT-PERKINS	0.00	0.00	0.00	0.00	0.00	0.00
001-000-331501-331	FEDERAL GRANT-FEMA	0.00	0.00	3,139,829.19	(3,139,829.19)	0.00	100.00
001-000-334100-334	STATE GRANT - FEMA	0.00	0.00	179,641.14	(179,641.14)	0.00	100.00
001-000-334200-334	STATE GRANT-HEALTHY SNACK PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
001-000-334201-334	STATE GRANT-COMMUNITY POLICING	0.00	0.00	0.00	0.00	0.00	0.00
001-000-334202-334	STATE GRANT - FDACS	0.00	0.00	0.00	0.00	0.00	0.00
001-000-334340-334	STATE GRANT-RECYCLING	0.00	0.00	0.00	0.00	0.00	0.00
001-000-334491-334	STATE GRANT-FDOT	0.00	0.00	0.00	0.00	0.00	0.00
001-000-334702-334	STATE GRANT-CERT	0.00	0.00	0.00	0.00	0.00	0.00
001-000-335120-335	STATE REVENUE SHARING	952,425.00	952,425.00	860,135.00	92,290.00	0.00	90.31
001-000-335150-335	STATE SHARED-BEVERAGE LICENSE TAX	8,500.00	8,500.00	12,896.00	(4,396.00)	0.00	151.72
001-000-335180-335	STATE SHARED-SALES TAX	2,375,566.00	2,375,566.00	2,070,214.69	305,351.31	0.00	87.15
001-000-335200-335	STATE SHARED-FIREFIGHTERS SUPPLEMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-000-335300-335	STATE SHARED-FUEL REFUND TAX	7,500.00	7,500.00	7,407.03	92.97	0.00	98.76
001-000-335491-335	STATE SHARED-STREET LIGHT MTCE(FDOT)	75,752.00	75,752.00	75,753.36	(1.36)	0.00	100.00
001-000-335492-335	STATE SHARED-EMS TRANSPORT PROGRAM	0.00	0.00	112,755.86	(112,755.86)	0.00	100.00
001-000-337490-337	GRANT-BROWARD RECYCLING	0.00	0.00	0.00	0.00	0.00	0.00
001-000-337491-337	GRANT-BROWARD BEAUTY	0.00	0.00	0.00	0.00	0.00	0.00
001-000-337492-337	GRANT-CEOP	0.00	0.00	0.00	0.00	0.00	0.00
001-000-337900-337	GRANT-COMM FOUNDATION OF BROWARD	0.00	0.00	0.00	0.00	0.00	0.00
001-000-337910-337	GRANT- CARES	0.00	0.00	0.00	0.00	0.00	0.00
001-000-338001-338	COUNTY-OCCUPATIONAL LICENSE	30,000.00	30,000.00	25,662.69	4,337.31	0.00	85.54

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			
		ORIGINAL	2019-20	YTD BALANCE		% BDGT	
		BUDGET	AMENDED BUDGET	09/30/2020	UNENCUMBERED		ENCUMBERED
			NORM (ABNORM)	BALANCE	YEAR-TO-DATE	USED	
001-000-338002-338	COUNTY-TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00
001-000-338003-338	COUNTY-RECYCLING & SALVAGE	0.00	0.00	0.00	0.00	0.00	0.00
001-000-338007-338	RES REC BOND SAVING	0.00	0.00	0.00	0.00	0.00	0.00
001-000-341901-341	FEES-ELECTION FILING	0.00	0.00	1,808.00	(1,808.00)	0.00	100.00
001-000-341902-341	FEES-PASSPORT PROCESSING	215,000.00	215,000.00	67,590.45	147,409.55	0.00	31.44
001-000-341903-341	FEES-MERCHANT	0.00	0.00	0.00	0.00	0.00	0.00
001-000-342100-342	PUBLIC SAFETY-SCHOOL RESOURCE OFFICER	260,000.00	260,000.00	273,000.00	(13,000.00)	0.00	105.00
001-000-342110-342	PUBLIC SAFETY-STRIKE FORCE OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
001-000-342120-342	SRO - RENAISSANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-000-342200-342	PUBLIC SAFETY-FIRE PROTECTION SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
001-000-342500-342	PUBLIC SAFETY-FIRE INSPECTIONS	180,000.00	180,000.00	167,240.93	12,759.07	0.00	92.91
001-000-342502-342	PUBLIC SAFETY-FACILITY LEASE	0.00	356,520.00	356,520.00	0.00	0.00	100.00
001-000-342602-342	PUBLIC SAFETY-FIRE ASSESSMENT FEE	2,800,000.00	2,800,000.00	2,806,406.07	(6,406.07)	0.00	100.23
001-000-342603-342	PUBLIC SAFETY-EMS TRANSPORT	600,000.00	600,000.00	574,726.95	25,273.05	0.00	95.79
001-000-342900-342	PUBLIC SAFETY-TRAINING CERTIFICATION	2,000.00	2,000.00	500.00	1,500.00	0.00	25.00
001-000-342901-342	PUBLIC SAFETY-POLICE DEPARTMENT REVENUES	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00
001-000-342902-342	PUBLIC SAFETY-EMERGENCY ORDER VIOLATIONS	0.00	0.00	8,000.00	(8,000.00)	0.00	100.00
001-000-343901-343	SERVICE CHARGE-MISCELLANEOUS	150,000.00	150,000.00	640.00	149,360.00	0.00	0.43
001-000-347200-347	REC-CAMPS & ENRICHMENT PROGRAMS (NONTA	299,250.00	299,250.00	60,160.50	239,089.50	0.00	20.10
001-000-347201-347	REC-AQUATIC PROGRAMS (NONTAX)	111,100.00	111,100.00	57,598.50	53,501.50	0.00	51.84
001-000-347202-347	REC-IN HOUSE RECREATION PROGRAMS(NONTAX	79,560.00	79,560.00	33,683.05	45,876.95	0.00	42.34
001-000-347203-347	REC-FITNESS MEMBRSHIP & DAILY USE (TAX)	50,000.00	50,000.00	32,798.43	17,201.57	0.00	65.60
001-000-347204-347	REC-CONTRACTUAL PROGRAMS (NONTAX)	66,000.00	66,000.00	33,980.36	32,019.64	0.00	51.49
001-000-347205-347	REC-ANNUAL/SPECIAL EVENTS(NONTAX)	30,600.00	30,600.00	22,135.00	8,465.00	0.00	72.34
001-000-347206-347	REC-ANNUAL/SPECIAL EVENTS(TAXABLE)	7,344.00	7,344.00	3,701.93	3,642.07	0.00	50.41
001-000-347207-347	REC-POOL USAGE (TAXABLE)	9,000.00	9,000.00	3,403.40	5,596.60	0.00	37.82
001-000-347208-347	REC- FACILITY DAILY USAGE (TAXABLE)	3,000.00	3,000.00	4,171.53	(1,171.53)	0.00	139.05
001-000-347209-347	REC-SPONSORSHIPS (NON-TAX)	0.00	0.00	0.00	0.00	0.00	0.00
001-000-347500-347	REC-RENTALS(TAXABLE)	40,000.00	40,000.00	20,061.74	19,938.26	0.00	50.15
001-000-347501-347	REC-RENTALS(NONTAX)	1,020.00	1,020.00	2,102.00	(1,082.00)	0.00	206.08
001-000-347502-347	REC-PUBLIC SAFETY FACILITY LEASE	0.00	0.00	0.00	0.00	0.00	0.00
001-000-347503-347	OPTIMIST REVENUE	0.00	0.00	8,880.00	(8,880.00)	0.00	100.00
001-000-349003-349	FEES-ENGINEER INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00
001-000-349004-349	FEES-PLAN REVIEW	0.00	0.00	0.00	0.00	0.00	0.00
001-000-349901-349	FEES-LAND DEVELOPMENT	50,000.00	50,000.00	68,370.25	(18,370.25)	0.00	136.74
001-000-351100-351	JUDGEMENTS & FINES-COUNTY COURT CRIMINAL	100,000.00	100,000.00	40,271.34	59,728.66	0.00	40.27
001-000-354001-354	FINES & FORFEITURES-LOCAL	180,000.00	180,000.00	56,773.57	123,226.43	0.00	31.54
001-000-361100-361	INTEREST-INCOME	217,986.00	217,986.00	136,424.64	81,561.36	0.00	62.58
001-000-364000-364	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
001-000-366000-366	DONATIONS	35,000.00	35,000.00	11,805.00	23,195.00	0.00	33.73
001-000-366100-366	DONATIONS - RELAY/COLOR RUN	5,000.00	5,000.00	1,330.35	3,669.65	0.00	26.61
001-000-369900-369	OTHER MISCELLANEOUS REVENUES	12,000.00	12,000.00	24,177.36	(12,177.36)	0.00	201.48
001-000-369901-369	REFUND PRIOR YEAR EXPENSE	0.00	0.00	(1,715.07)	1,715.07	0.00	100.00
001-000-369902-369	LIEN INQUIRIES	65,000.00	65,000.00	40,750.00	24,250.00	0.00	62.69
001-000-369903-369	CASH OVERAGES/SHORTAGES	0.00	0.00	0.00	0.00	0.00	0.00
001-000-369904-369	VENDING MACHINE COMMISSION	0.00	0.00	438.60	(438.60)	0.00	100.00
001-000-369906-369	BMS REVENUE	17,000.00	17,000.00	17,000.00	0.00	0.00	100.00
001-000-369907-369	INSURANCE REIMBURSEMENT	45,000.00	45,000.00	15,936.51	29,063.49	0.00	35.41
001-000-369908-369	MISCELLANEOUS INCOME- ABANDONED PROPER	8,000.00	8,000.00	5,875.75	2,124.25	0.00	73.45
001-000-369909-369	WASTE MGMT ADMIN FEE	50,000.00	50,000.00	50,000.00	0.00	0.00	100.00
001-000-369910-369	OTHER FINANCING SOURCE - LINE OF CREDIT	0.00	62,864.00	0.00	62,864.00	0.00	0.00
001-000-381002-381	INTER-FUND GROUP TRSF IN-BUILDING	275,000.00	275,000.00	275,000.04	(0.04)	0.00	100.00
001-000-381103-381	INTER-FUND GROUP TRSF IN-ROAD & BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
001-000-381200-381	INTER-FUND GROUP TRSF IN-DEBT SVC	0.00	0.00	126,294.00	(126,294.00)	0.00	100.00
001-000-381400-381	INTER-FUND GROUP TRSF IN-PARKING LOT	53,940.00	53,940.00	53,940.00	0.00	0.00	100.00
001-000-381440-381	INTER-FUND GROUP TRSF IN-STORM WATER	0.00	0.00	0.00	0.00	0.00	0.00
001-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER	0.00	788,219.00	788,219.00	0.00	0.00	100.00
001-000-381600-381	INTER-FUND GROUP TRSF IN-CONF PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
001-000-382400-382	CONTRIBUTION FROM PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
001-000-382440-382	CONTRIBUTION FROM STORM WATER	0.00	0.00	0.00	0.00	0.00	0.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
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GL NUMBER	DESCRIPTION	2019-20		ACTUAL			
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	% BDGT USED
001-000-382450-382	CONTRIBUTION FROM WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
001-000-382453-382	CONTRIBUTION FROM CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
001-000-386980-386	APPROPRIATION FROM FUND BALANCE	(45,869.00)	(20,709.52)	0.00	(20,709.52)	0.00	0.00
Total Dept 000 - DEFAULT		36,792,399.00	38,087,936.48	40,073,094.70	(1,985,158.22)	0.00	105.21
TOTAL REVENUES		36,792,399.00	38,087,936.48	40,073,094.70	(1,985,158.22)	0.00	105.21

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
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GL NUMBER	DESCRIPTION	2019-20		ACTUAL		
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE
<b>Expenditures</b>						
<b>Dept 100 - CITY COMMISSION</b>						
001-100-512100-511	SALARIES-REGULAR	130,622.00	130,622.00	131,516.57	(894.57)	0.00 100.68
001-100-514000-511	SALARIES-OVERTIME	4,000.00	4,000.00	0.00	4,000.00	0.00 0.00
001-100-515100-511	SPECIAL PAY - CITY COMMISSION	0.00	0.00	0.00	0.00	0.00 0.00
001-100-515200-511	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00 0.00
001-100-515700-511	SPECIAL PAY-CELL PHONE	4,440.00	4,440.00	5,040.06	(600.06)	0.00 113.51
001-100-515800-511	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00 0.00
001-100-521100-000	BENEFITS-FICA	10,638.00	10,638.00	10,822.93	(184.93)	0.00 101.74
001-100-521101-000	BENEFITS-FICA (RETIRES)	0.00	0.00	0.00	0.00	0.00 0.00
001-100-521200-000	BENEFITS-RETIREMENT	21,943.00	21,943.00	22,559.38	(616.38)	0.00 102.81
001-100-521300-000	BENEFITS-GROUP INSURANCE	80,223.00	80,223.00	83,019.44	(2,796.44)	0.00 103.49
001-100-521301-000	BENEFITS-GROUP INSURANCE (RETIRES)	0.00	0.00	0.00	0.00	0.00 0.00
001-100-521400-000	BENEFITS-WORKERS COMPENSATION	103.00	103.00	117.86	(14.86)	0.00 114.43
001-100-531100-511	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00 0.00
001-100-532401-511	TRAVEL & PER DIEM	15,000.00	15,000.00	3,688.22	11,311.78	0.00 24.59
001-100-532402-511	TRAVEL-LOCAL	500.00	500.00	0.00	500.00	0.00 0.00
001-100-532404-511	TRAVEL-TALLAHASSEE & ORLANDO	0.00	0.00	0.00	0.00	0.00 0.00
001-100-532481-511	PUBLIC RELATIONS	0.00	700.00	681.95	18.05	0.00 97.42
001-100-532483-511	COMMISSIONER SHROUDER	0.00	0.00	0.00	0.00	0.00 0.00
001-100-532491-511	EDUCATION & REGISTRATION	2,400.00	2,400.00	895.00	1,505.00	0.00 37.29
001-100-532492-511	ADVERTISING	0.00	0.00	0.00	0.00	0.00 0.00
001-100-532541-511	BOOKS & PUBLICATIONS	200.00	0.00	0.00	0.00	0.00 0.00
001-100-532542-511	DUES & MEMBERSHIPS	25,186.00	25,186.00	16,007.90	9,178.10	0.00 63.56
001-100-533411-511	UTILITIES-TELEPHONE, INTERNET, CABLE	1,560.00	1,560.00	2,497.52	(937.52)	0.00 160.10
001-100-534410-511	MAINTENANCE-CONTRACTS	725.00	725.00	669.39	55.61	0.00 92.33
001-100-535110-511	SUPPLIES-OFFICE	4,150.00	4,150.00	634.12	3,515.88	0.00 15.28
001-100-535210-511	SUPPLIES-UNIFORMS	200.00	419.00	69.58	349.42	0.00 16.61
001-100-564100-511	EQUIPMENT & MACHINERY - FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00 0.00
001-100-564300-511	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00 0.00
<b>Total Dept 100 - CITY COMMISSION</b>		<b>301,890.00</b>	<b>302,609.00</b>	<b>278,219.92</b>	<b>24,389.08</b>	<b>0.00 91.94</b>
<b>Dept 110 - ADMINISTRATION</b>						
001-110-512100-512	SALARIES-REGULAR	240,942.00	270,682.00	262,480.79	8,201.21	0.00 96.97
001-110-514000-512	SALARIES-OVERTIME	750.00	750.00	327.45	422.55	0.00 43.66
001-110-515100-512	SPECIAL PAY - ADMINISTRATION	0.00	0.00	0.00	0.00	0.00 0.00
001-110-515600-512	SPECIAL PAY-CAR ALLOWANCE	0.00	4,500.00	4,430.72	69.28	0.00 98.46
001-110-515700-512	SPECIAL PAY-CELL PHONE	0.00	0.00	840.06	(840.06)	0.00 100.00
001-110-515800-512	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00 0.00
001-110-521100-000	BENEFITS-FICA	18,191.00	21,141.00	20,610.99	530.01	0.00 97.49
001-110-521200-000	BENEFITS-RETIREMENT	8,766.00	41,500.00	54,513.03	(13,013.03)	0.00 131.36
001-110-521300-000	BENEFITS-GROUP INSURANCE	35,360.00	67,136.00	55,858.79	11,277.21	0.00 83.20
001-110-521301-000	BENEFITS-GROUP INSURANCE (RETIRES)	0.00	0.00	0.00	0.00	0.00 0.00
001-110-521400-000	BENEFITS-WORKERS COMPENSATION	187.00	187.00	235.72	(48.72)	0.00 126.05
001-110-521600-000	BENEFITS-MEDICAL	0.00	0.00	146.00	(146.00)	0.00 100.00
001-110-531100-512	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00 0.00
001-110-531190-512	PROFESSIONAL SERVICES-MISCELLANEOUS	100.00	50.00	18.50	31.50	0.00 37.00
001-110-532401-512	TRAVEL & PER DIEM	2,000.00	0.00	8.00	(8.00)	0.00 100.00
001-110-532481-512	PUBLIC RELATIONS	6,900.00	6,000.00	5,093.15	906.85	0.00 84.89
001-110-532491-512	EDUCATION & REGISTRATION	1,100.00	1,100.00	460.00	640.00	0.00 41.82
001-110-532492-512	ADVERTISING	0.00	0.00	0.00	0.00	0.00 0.00
001-110-532541-512	BOOKS & PUBLICATIONS	100.00	100.00	0.00	100.00	0.00 0.00
001-110-532542-512	DUES & MEMBERSHIPS	3,150.00	3,150.00	199.90	2,950.10	0.00 6.35
001-110-533411-512	UTILITIES-TELEPHONE, INTERNET, CABLE	2,760.00	2,760.00	5,088.40	(2,328.40)	0.00 184.36
001-110-534110-512	REPAIRS-EQUIPMENT	0.00	0.00	0.00	0.00	0.00 0.00
001-110-534410-512	MAINTENANCE-CONTRACTS	700.00	700.00	669.39	30.61	0.00 95.63
001-110-535110-512	SUPPLIES-OFFICE	1,000.00	1,277.10	695.72	581.38	0.00 54.48
001-110-535160-512	SUPPLIES-DATA PROCESSING	0.00	0.00	0.00	0.00	0.00 0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
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GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
001-110-535170-512	POSTAGE	13,000.00	13,000.00	8,809.13	4,190.87	0.00	67.76
001-110-535210-512	SUPPLIES-UNIFORMS	0.00	0.00	219.00	(219.00)	0.00	100.00
001-110-564200-512	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
001-110-564300-512	EQUIPMENT & MACHINERY-COMPUTERS	0.00	2,486.40	2,445.97	40.43	0.00	98.37
001-110-564400-512	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
001-110-564400-513	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 110 - ADMINISTRATION		335,006.00	436,519.50	423,150.71	13,368.79	0.00	96.94
Dept 120 - CITY CLERK							
001-120-512100-510	SALARIES-REGULAR	346,408.00	373,408.00	384,140.16	(10,732.16)	0.00	102.87
001-120-514000-510	SALARIES-OVERTIME	1,000.00	1,000.00	197.84	802.16	0.00	19.78
001-120-515100-510	SPECIAL PAY	0.00	0.00	0.00	0.00	0.00	0.00
001-120-515200-510	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
001-120-515600-510	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-120-515700-510	SPECIAL PAY-CELL PHONE	840.00	840.00	840.06	(0.06)	0.00	100.01
001-120-515800-510	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-120-521100-000	BENEFITS-FICA	26,641.00	26,641.00	28,686.57	(2,045.57)	0.00	107.68
001-120-521200-000	BENEFITS-RETIREMENT	53,774.00	53,774.00	62,569.79	(8,795.79)	0.00	116.36
001-120-521300-000	BENEFITS-GROUP INSURANCE	100,972.00	100,972.00	106,352.66	(5,380.66)	0.00	105.33
001-120-521400-000	BENEFITS-WORKERS COMPENSATION	271.00	271.00	365.69	(94.69)	0.00	134.94
001-120-521600-000	BENEFITS-MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
001-120-531100-510	PROFESSIONAL SERVICES	2,000.00	2,000.00	1,010.00	990.00	0.00	50.50
001-120-531190-510	PROFESSIONAL SERVICES-MISCELLANEOUS	1,400.00	1,400.00	1,408.53	(8.53)	0.00	100.61
001-120-531340-510	EXPENSE-ELECTION	0.00	0.00	0.00	0.00	0.00	0.00
001-120-532330-510	LEASE-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-120-532401-510	TRAVEL & PER DIEM	3,500.00	3,500.00	772.80	2,727.20	0.00	22.08
001-120-532403-510	IN-HOUSE TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
001-120-532471-510	PRINTING	200.00	200.00	0.00	200.00	0.00	0.00
001-120-532491-510	EDUCATION & REGISTRATION	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
001-120-532492-510	ADVERTISING	13,000.00	13,000.00	9,875.85	3,124.15	0.00	75.97
001-120-532541-510	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00
001-120-532542-510	DUES & MEMBERSHIPS	2,200.00	2,200.00	854.90	1,345.10	0.00	38.86
001-120-533411-510	UTILITIES-TELEPHONE, INTERNET, CABLE	5,340.00	5,340.00	5,241.37	98.63	0.00	98.15
001-120-534110-510	REPAIRS-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-120-534410-510	MAINTENANCE-CONTRACTS	14,000.00	14,000.00	7,602.56	6,397.44	0.00	54.30
001-120-535110-510	SUPPLIES-OFFICE	2,800.00	2,800.00	2,603.04	196.96	0.00	92.97
001-120-536401-510	PROGRAM EXPENSE-HISTORICAL EXHIBIT	0.00	0.00	0.00	0.00	0.00	0.00
001-120-564200-510	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
001-120-564300-510	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
001-120-564320-510	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
001-120-564700-510	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 120 - CITY CLERK		575,346.00	602,346.00	612,521.82	(10,175.82)	0.00	101.69
Dept 130 - FINANCE							
001-130-512100-513	SALARIES-REGULAR	676,320.00	636,320.00	628,557.90	7,762.10	0.00	98.78
001-130-512200-572	SALARIES-OTHER	0.00	20,000.00	14,061.65	5,938.35	0.00	70.31
001-130-514000-513	SALARIES-OVERTIME	0.00	1,000.00	92.30	907.70	0.00	9.23
001-130-515100-513	SPECIAL PAY - FINANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-130-515200-513	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
001-130-515600-513	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-130-515700-513	SPECIAL PAY-CELL PHONE	1,680.00	1,680.00	1,292.40	387.60	0.00	76.93
001-130-515800-513	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-130-521100-000	BENEFITS-FICA	51,867.00	51,867.00	50,295.70	1,571.30	0.00	96.97
001-130-521200-000	BENEFITS-RETIREMENT	75,256.00	75,256.00	80,069.81	(4,813.81)	0.00	106.40
001-130-521300-000	BENEFITS-GROUP INSURANCE	172,012.00	172,012.00	155,651.89	16,360.11	0.00	90.49
001-130-521301-000	BENEFITS-GROUP INSURANCE (RETIREEES)	0.00	0.00	0.00	0.00	0.00	0.00
001-130-521400-000	BENEFITS-WORKERS COMPENSATION	545.00	545.00	619.44	(74.44)	0.00	113.66
001-130-521600-000	BENEFITS-MEDICAL	0.00	0.00	146.00	(146.00)	0.00	100.00
001-130-531100-513	PROFESSIONAL SERVICES	29,000.00	45,302.50	23,007.61	6,386.94	15,907.95	85.90
001-130-531170-513	PROFESSIONAL SERVICES-ACCOUNTING/AUDIT	25,000.00	25,000.00	14,449.08	10,550.92	0.00	57.80

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		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
001-130-531190-513	PROFESSIONAL SERVICES-MISCELLANEOUS	200.00	200.00	63.50	136.50	0.00	31.75
001-130-532401-513	TRAVEL & PER DIEM	6,000.00	6,000.00	606.90	5,393.10	0.00	10.12
001-130-532402-513	TRAVEL-LOCAL	200.00	200.00	100.85	99.15	0.00	50.43
001-130-532403-513	IN-HOUSE TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
001-130-532471-513	PRINTING	1,000.00	1,000.00	630.00	370.00	0.00	63.00
001-130-532491-513	EDUCATION & REGISTRATION	3,500.00	3,500.00	2,499.26	1,000.74	0.00	71.41
001-130-532541-513	BOOKS & PUBLICATIONS	100.00	100.00	0.00	100.00	0.00	0.00
001-130-532542-513	DUES & MEMBERSHIPS	3,474.00	3,474.00	2,998.10	475.90	0.00	86.30
001-130-533411-513	UTILITIES-TELEPHONE, INTERNET, CABLE	8,100.00	8,100.00	7,916.31	183.69	0.00	97.73
001-130-534410-513	MAINTENANCE-CONTRACTS	78,180.00	78,180.00	84,271.27	(6,091.27)	0.00	107.79
001-130-535110-513	SUPPLIES-OFFICE	3,000.00	3,000.00	2,676.22	323.78	0.00	89.21
001-130-535160-513	SUPPLIES-DATA PROCESSING	2,000.00	2,000.00	1,285.42	714.58	0.00	64.27
001-130-535431-513	SUPPLIES-MINOR EQUIPMENT (IT)	8,000.00	12,000.00	8,056.67	3,943.33	0.00	67.14
001-130-564200-513	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
001-130-564300-513	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
001-130-564320-513	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
001-130-564400-513	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
001-130-564700-513	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 130 - FINANCE</b>		<b>1,145,434.00</b>	<b>1,146,736.50</b>	<b>1,079,348.28</b>	<b>51,480.27</b>	<b>15,907.95</b>	<b>95.51</b>
<b>Dept 150 - LEGAL</b>							
001-150-521300-000	BENEFITS-GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-150-531140-514	PROFESSIONAL SERVICES-CITY ATTORNEY	348,000.00	347,000.00	324,329.40	22,670.60	0.00	93.47
001-150-531159-514	PROFESSIONAL SERVICES-OTHER LEGAL EXP	55,000.00	55,000.00	63,814.48	(8,814.48)	0.00	116.03
001-150-532472-514	PRINTING-CODE SUPPLEMENT	2,000.00	3,000.00	2,778.50	221.50	0.00	92.62
<b>Total Dept 150 - LEGAL</b>		<b>405,000.00</b>	<b>405,000.00</b>	<b>390,922.38</b>	<b>14,077.62</b>	<b>0.00</b>	<b>96.52</b>
<b>Dept 180 - BOARDS &amp; COMMITTEES</b>							
001-180-537100-519	BOARD-BUSINESS ADVISORY	2,000.00	2,000.00	1,747.72	252.28	0.00	87.39
001-180-537150-519	BOARD-EDUCATION ADVISORY	4,000.00	4,000.00	13.05	3,986.95	0.00	0.33
001-180-537175-519	BOARD-GREEN ADVISORY	1,250.00	1,250.00	752.55	497.45	0.00	60.20
001-180-537250-519	BOARD-SENIOR CITIZEN ADVISORY	5,500.00	5,500.00	5,166.46	333.54	0.00	93.94
<b>Total Dept 180 - BOARDS &amp; COMMITTEES</b>		<b>12,750.00</b>	<b>12,750.00</b>	<b>7,679.78</b>	<b>5,070.22</b>	<b>0.00</b>	<b>60.23</b>
<b>Dept 190 - NONDEPARTMENTAL</b>							
001-190-512100-519	SALARIES-REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001-190-521100-000	BENEFITS-FICA	0.00	0.00	0.00	0.00	0.00	0.00
001-190-521101-000	BENEFITS-FICA (RETIREEES)	0.00	0.00	0.00	0.00	0.00	0.00
001-190-521200-000	BENEFITS-RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-190-521201-000	BENEFITS-RETIREMENT (RETIREEES)	3,600.00	3,600.00	4,194.73	(594.73)	0.00	116.52
001-190-521300-000	BENEFITS-GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-190-521301-000	BENEFITS-GROUP INSURANCE (RETIREEES)	210,192.00	210,192.00	203,411.26	6,780.74	0.00	96.77
001-190-521400-000	BENEFITS-WORKERS COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
001-190-521500-000	BENEFITS-UNEMPLOYMENT COMPENSATION	2,500.00	2,500.00	1,375.00	1,125.00	0.00	55.00
001-190-521600-000	BENEFITS-MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
001-190-531100-519	PROFESSIONAL SERVICES	(1,500.00)	0.00	1,500.00	(1,500.00)	0.00	100.00
001-190-531150-518	PROFESSIONAL SERVICES-LEGAL	(26,212.50)	0.00	26,212.50	(26,212.50)	0.00	100.00
001-190-531170-519	PROFESSIONAL SERVICES-ACCOUNTING/AUDIT	0.00	0.00	0.00	0.00	0.00	0.00
001-190-531190-519	PROFESSIONAL SERVICES-MISCELLANEOUS	33,000.00	35,950.00	32,550.07	3,399.93	0.00	90.54
001-190-531227-519	FEES-MERCHANT	0.00	0.00	0.00	0.00	0.00	0.00
001-190-532481-519	PUBLIC RELATIONS	1,610.00	1,610.00	1,699.57	(89.57)	0.00	105.56
001-190-532482-519	ANNUAL EVENTS	10,750.00	6,350.00	3,037.87	3,312.13	0.00	47.84
001-190-532492-519	ADVERTISING	5,500.00	5,500.00	2,975.85	2,524.15	0.00	54.11
001-190-532510-519	INSURANCE-LIABILITY	136,672.00	136,672.00	138,086.74	(1,414.74)	0.00	101.04
001-190-533411-519	UTILITIES-TELEPHONE, INTERNET, CABLE	7,644.00	13,276.60	12,892.33	384.27	0.00	97.11
001-190-533431-519	UTILITIES-ELECTRICITY	17,000.00	17,000.00	13,440.62	3,559.38	0.00	79.06
001-190-533432-519	UTILITIES-WATER & SEWER	6,600.00	6,600.00	2,087.60	4,512.40	0.00	31.63
001-190-534410-519	MAINTENANCE-CONTRACTS	0.00	0.00	0.00	0.00	0.00	0.00
001-190-535110-519	SUPPLIES-OFFICE	100.00	1,600.00	239.05	1,360.95	0.00	14.94
001-190-535170-519	POSTAGE	18,500.00	17,000.00	11,208.29	5,791.71	0.00	65.93

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE		ENCUMBERED YEAR-TO-DATE	
				09/30/2020	UNENCUMBERED BALANCE		
001-190-535185-519	SUPPLIES-SPECIAL	0.00	0.00	0.00	0.00	0.00	0.00
001-190-535430-519	SUPPLIES-MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-190-536400-519	HURRICANE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
001-190-536402-519	COVID-19	(184.90)	0.00	184.90	(10,727.93)	10,543.03	100.00
001-190-536600-519	PROGRAM EXPENSE - CARES ACT	0.00	0.00	80,535.35	(80,535.35)	0.00	100.00
001-190-536612-519	PROGRAM EXPENSE-UTILITY ASSISTANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-190-536614-519	PROGRAM EXPENSE-CODE E/V ASSISTANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-190-536615-519	PROGRAM EXPENSE-SCHOOL ASSISTANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-190-539100-519	DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
001-190-563190-519	IMPROVEMENTS-GENERAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
001-190-564200-519	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
001-190-564300-519	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
001-190-564400-519	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
001-190-564700-519	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-190-566000-519	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
001-190-591103-519	ENTERPRISE TRANSFER TO ROAD & BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
001-190-591104-519	ENTERPRISE TRANSFER TO POLICE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
001-190-591104-581	ENTERPRISE TRANSFER TO POLICE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
001-190-593002-581	GENERAL GOV'T TRANSFER TO BLDG FD	0.00	0.00	0.00	0.00	0.00	0.00
001-190-593103-581	GENERAL GOV'T TRANSFER TO ROAD & BRIDGE	706,698.00	706,698.00	706,698.00	0.00	0.00	100.00
001-190-593200-581	GENERAL GOV'T TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
001-190-593300-581	GENERAL GOV'T TRANSFER TO CAPITAL PROJ	85,750.00	502,980.00	502,979.96	0.04	0.00	100.00
001-190-593450-581	GENERAL GOV'T TRANSFER TO WATER & SEWER	414,873.00	0.00	414,873.00	(414,873.00)	0.00	100.00
001-190-599000-519	CONTINGENCY	266,887.00	37,305.90	0.00	37,305.90	0.00	0.00
Total Dept 190 - NONDEPARTMENTAL		1,899,978.60	1,704,834.50	2,160,182.69	(465,891.22)	10,543.03	127.33
Dept 200 - GENERAL DEBT							
001-200-571000-517	PRINCIPAL - LINE OF CREDIT	0.00	125,964.00	62,863.86	63,100.14	0.00	49.91
001-200-571810-583	DEBT SERVICE PRINCIPAL-FIRE VEHICLE (99)	0.00	0.00	0.00	0.00	0.00	0.00
001-200-571820-583	DEBT SERVICE PRINCIPAL-RESCUE VEH (99)	0.00	0.00	0.00	0.00	0.00	0.00
001-200-571860-583	DEBT SERVICE PRINCIPAL-RESCUE VEH (01)	0.00	0.00	0.00	0.00	0.00	0.00
001-200-571870-582	DEBT SERVICE PRINCIPAL-REFINANCING (02)	0.00	0.00	0.00	0.00	0.00	0.00
001-200-572000-517	INTEREST - LINE OF CREDIT	0.00	0.00	19.65	(19.65)	0.00	100.00
001-200-572810-583	DEBT SERVICE INTEREST-FIRE VEHICLE (99)	0.00	0.00	0.00	0.00	0.00	0.00
001-200-572820-583	DEBT SERVICE INTEREST-RESCUE VEH (99)	0.00	0.00	0.00	0.00	0.00	0.00
001-200-572860-583	DEBT SERVICE INTEREST-RESCUE VEH (01)	0.00	0.00	0.00	0.00	0.00	0.00
001-200-572870-582	DEBT SERVICE INTEREST-REFINANCING (02)	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 200 - GENERAL DEBT		0.00	125,964.00	62,883.51	63,080.49	0.00	49.92
Dept 211 - BUILDING							
001-211-512100-515	SALARIES-REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001-211-512100-524	SALARIES-REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001-211-514000-524	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
001-211-515200-524	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
001-211-515600-524	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-211-515700-524	SPECIAL PAY-CELL PHONE	0.00	0.00	0.00	0.00	0.00	0.00
001-211-515800-524	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-211-521100-000	BENEFITS-FICA	0.00	0.00	0.00	0.00	0.00	0.00
001-211-521200-000	BENEFITS-RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-211-521300-000	BENEFITS-GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-211-521400-000	BENEFITS-WORKERS COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
001-211-521600-000	BENEFITS-MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
001-211-531131-524	PROFESSIONAL SERVICES-BUILDNG INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00
001-211-531190-524	PROFESSIONAL SERVICES-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
001-211-531210-524	CASUAL & CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
001-211-532330-524	LEASE-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-211-532401-524	TRAVEL & PER DIEM	0.00	0.00	0.00	0.00	0.00	0.00
001-211-532471-524	PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
001-211-532491-524	EDUCATION & REGISTRATION	0.00	0.00	0.00	0.00	0.00	0.00
001-211-532541-524	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
001-211-532542-524	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
001-211-534110-524	REPAIRS-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-211-534410-524	MAINTENANCE-CONTRACTS	0.00	0.00	0.00	0.00	0.00	0.00
001-211-535110-524	SUPPLIES-OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
001-211-535190-524	SUPPLIES-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
001-211-535210-524	SUPPLIES-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-211-535410-524	SUPPLIES-SAFETY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-211-564320-524	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
001-211-564400-524	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
001-211-564700-524	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 211 - BUILDING		0.00	0.00	0.00	0.00	0.00	0.00
Dept 212 - GROWTH MANAGEMENT							
001-212-512100-515	SALARIES-REGULAR	241,624.00	241,624.00	258,453.58	(16,829.58)	0.00	106.97
001-212-514000-515	SALARIES-OVERTIME	200.00	200.00	205.21	(5.21)	0.00	102.61
001-212-515100-515	SPECIAL PAY-COMP PLANNING	0.00	0.00	0.00	0.00	0.00	0.00
001-212-515200-515	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
001-212-515600-515	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-212-515700-515	SPECIAL PAY-CELL PHONE	840.00	840.00	807.75	32.25	0.00	96.16
001-212-515800-515	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-212-521100-000	BENEFITS-FICA	18,564.00	18,564.00	18,546.43	17.57	0.00	99.91
001-212-521200-000	BENEFITS-RETIREMENT	33,256.00	33,256.00	35,033.24	(1,777.24)	0.00	105.34
001-212-521300-000	BENEFITS-GROUP INSURANCE	56,884.00	56,884.00	42,962.34	13,921.66	0.00	75.53
001-212-521400-000	BENEFITS-WORKERS COMPENSATION	188.00	188.00	246.51	(58.51)	0.00	131.12
001-212-521600-000	BENEFITS-MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
001-212-531190-515	PROFESSIONAL SERVICES-MISCELLANEOUS	10,240.00	10,240.00	7,760.00	2,480.00	0.00	75.78
001-212-532330-515	LEASE-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-212-532401-515	TRAVEL & PER DIEM	1,900.00	1,900.00	0.00	1,900.00	0.00	0.00
001-212-532471-515	PRINTING	1,000.00	1,000.00	415.00	585.00	0.00	41.50
001-212-532491-515	EDUCATION & REGISTRATION	1,600.00	1,600.00	0.00	1,600.00	0.00	0.00
001-212-532541-515	BOOKS & PUBLICATIONS	100.00	100.00	0.00	100.00	0.00	0.00
001-212-532542-515	DUES & MEMBERSHIPS	1,650.00	1,650.00	0.00	1,650.00	0.00	0.00
001-212-533411-515	UTILITIES-TELEPHONE, INTERNET, CABLE	2,280.00	2,280.00	2,242.11	37.89	0.00	98.34
001-212-534110-515	REPAIRS-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-212-534410-515	MAINTENANCE-CONTRACTS	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00
001-212-535110-515	SUPPLIES-OFFICE	660.00	660.00	0.00	660.00	0.00	0.00
001-212-535185-515	SUPPLIES-SPECIAL	0.00	0.00	0.00	0.00	0.00	0.00
001-212-535190-515	SUPPLIES-OTHER	200.00	200.00	0.00	200.00	0.00	0.00
001-212-536601-515	PROGRAM EXPENSE-CDBG	0.00	0.00	0.00	0.00	0.00	0.00
001-212-536602-515	PROGRAM EXPENSE-HOUSING ASSISTANCE (EXT)	0.00	0.00	0.00	0.00	0.00	0.00
001-212-564300-515	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
001-212-564320-515	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
001-212-564700-515	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-212-566900-515	BUILDING IMPROVEMENTS-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 212 - GROWTH MANAGEMENT		372,686.00	372,686.00	366,672.17	6,013.83	0.00	98.39
Dept 213 - CODE ENFORCEMENT							
001-213-512100-524	SALARIES-REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001-213-514000-524	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
001-213-515100-524	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00
001-213-521100-000	BENEFITS-FICA	0.00	0.00	0.00	0.00	0.00	0.00
001-213-521200-000	BENEFITS-RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-213-521300-000	BENEFITS-GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-213-521400-000	BENEFITS-WORKERS COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
001-213-531150-524	PROFESSIONAL SERVICES-LEGAL	6,000.00	6,000.00	4,229.50	1,770.50	0.00	70.49
001-213-531190-524	PROFESSIONAL SERVICES-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
001-213-531225-524	CONTRACT SERVICE-MOWING	0.00	0.00	0.00	0.00	0.00	0.00
001-213-531281-524	BROWARD SHERIFF'S OFFICE (BSO)	450,000.00	413,044.00	413,044.20	(0.20)	0.00	100.00
001-213-532330-524	LEASE-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-213-532401-524	TRAVEL & PER DIEM	0.00	0.00	0.00	0.00	0.00	0.00

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ACTUAL

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE		% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020 NORM (ABNORM)	UNENCUMBERED BALANCE	
001-213-532471-524	PRINTING	0.00	0.00	0.00	0.00	0.00
001-213-532491-524	EDUCATION & REGISTRATION	0.00	0.00	0.00	0.00	0.00
001-213-532492-524	ADVERTISING	0.00	0.00	0.00	0.00	0.00
001-213-532541-524	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
001-213-532542-524	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00
001-213-533411-524	UTILITIES-TELEPHONE, INTERNET, CABLE	2,250.00	2,250.00	1,731.36	518.64	0.00
001-213-534110-524	REPAIRS-EQUIPMENT	0.00	0.00	0.00	0.00	0.00
001-213-534410-524	MAINTENANCE-CONTRACTS	0.00	0.00	5,750.00	(5,750.00)	100.00
001-213-535110-524	SUPPLIES-OFFICE	0.00	0.00	0.00	0.00	0.00
001-213-535170-524	POSTAGE	3,000.00	3,000.00	3,805.27	(805.27)	126.84
001-213-535190-524	SUPPLIES-OTHER	2,000.00	3,546.07	1,522.95	2,023.12	42.95
001-213-535210-524	SUPPLIES-UNIFORMS	0.00	0.00	0.00	0.00	0.00
001-213-535410-524	SUPPLIES-SAFETY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
001-213-536603-524	PROGRAM EXPENSE-FORECLOSED PROPERTY	10,000.00	10,000.00	10,946.75	(946.75)	109.47
001-213-564200-524	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00
001-213-564300-524	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00
001-213-564320-524	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00
001-213-564700-524	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 213 - CODE ENFORCEMENT		473,250.00	437,840.07	441,030.03	(3,189.96)	100.73
Dept 311 - PUBLIC WORKS ADMINISTRATION						
001-311-512100-519	SALARIES-REGULAR	431,854.00	356,854.00	351,186.97	5,667.03	98.41
001-311-514000-519	SALARIES-OVERTIME	780.00	780.00	0.00	780.00	0.00
001-311-515100-519	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00	0.00	0.00
001-311-515200-519	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00
001-311-515600-519	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00
001-311-515700-519	SPECIAL PAY-CELL PHONE	2,520.00	2,520.00	1,647.81	872.19	65.39
001-311-515800-519	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00
001-311-521100-000	BENEFITS-FICA	33,289.00	33,289.00	26,341.34	6,947.66	79.13
001-311-521200-000	BENEFITS-RETIREMENT	56,982.00	56,982.00	47,307.32	9,674.68	83.02
001-311-521300-000	BENEFITS-GROUP INSURANCE	84,423.00	84,423.00	63,643.41	20,779.59	75.39
001-311-521400-000	BENEFITS-WORKERS COMPENSATION	5,103.00	5,103.00	4,985.45	117.55	97.70
001-311-521600-000	BENEFITS-MEDICAL	170.00	170.00	146.00	24.00	85.88
001-311-531190-519	PROFESSIONAL SERVICES-MISCELLANEOUS	15,000.00	17,000.00	11,578.88	5,421.12	68.11
001-311-531290-519	CONTRACTUAL SERVICES	16,720.00	16,720.00	12,008.16	4,711.84	71.82
001-311-532401-519	TRAVEL & PER DIEM	3,200.00	3,200.00	0.00	3,200.00	0.00
001-311-532402-519	TRAVEL-LOCAL	300.00	300.00	0.00	300.00	0.00
001-311-532471-519	PRINTING	1,000.00	1,000.00	363.45	636.55	36.35
001-311-532482-519	ANNUAL EVENTS	1,600.00	1,600.00	424.75	1,175.25	26.55
001-311-532491-519	EDUCATION & REGISTRATION	1,200.00	1,200.00	1,260.00	(60.00)	105.00
001-311-532541-519	BOOKS & PUBLICATIONS	300.00	300.00	55.95	244.05	18.65
001-311-532542-519	DUES & MEMBERSHIPS	1,600.00	1,600.00	1,612.90	(12.90)	100.81
001-311-533411-519	UTILITIES-TELEPHONE, INTERNET, CABLE	16,452.00	16,452.00	13,305.74	3,146.26	80.88
001-311-533431-519	UTILITIES-ELECTRICITY	9,100.00	9,100.00	8,048.77	1,051.23	88.45
001-311-534210-519	MAINTENANCE-COMMUNICATIONS	1,000.00	1,000.00	0.00	1,000.00	0.00
001-311-534410-519	MAINTENANCE-CONTRACTS	17,570.00	17,570.00	13,053.40	4,516.60	74.29
001-311-535110-519	SUPPLIES-OFFICE	4,500.00	4,500.00	3,773.23	726.77	83.85
001-311-535185-519	SUPPLIES-SPECIAL	5,500.00	5,500.00	5,190.42	309.58	94.37
001-311-535210-519	SUPPLIES-UNIFORMS	380.00	380.00	228.00	152.00	60.00
001-311-535410-519	SUPPLIES-SAFETY EQUIPMENT	500.00	500.00	150.00	350.00	30.00
001-311-535710-519	SUPPLIES-TROPHIES & AWARDS	1,500.00	1,500.00	246.24	1,253.76	16.42
001-311-536400-519	HURRICANE EXPENSE	0.00	0.00	0.00	0.00	0.00
001-311-536492-519	GRANT-CEOP	0.00	0.00	0.00	0.00	0.00
001-311-564200-519	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00
001-311-564300-519	EQUIPMENT & MACHINERY-COMPUTERS	1,700.00	3,200.00	1,558.61	1,641.39	48.71
001-311-564320-519	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00
001-311-564400-519	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00
001-311-564610-519	EQUIPMENT & MACHINERY-RADIOS	0.00	0.00	0.00	0.00	0.00
001-311-564700-519	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00
001-311-585010-519	GRANT-RECYCLING	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

## ACTUAL

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020 NORM (ABNORM)	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
001-311-585106-519	GRANT-FLAMINGO ROAD LANDSCAPE	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 311 - PUBLIC WORKS ADMINISTRATION		714,243.00	642,743.00	568,116.80	74,626.20	0.00	88.39
Dept 312 - PROPERTY MAINTENANCE							
001-312-512100-539	SALARIES-REGULAR	229,038.00	229,038.00	215,723.00	13,315.00	0.00	94.19
001-312-512200-539	SALARIES-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
001-312-514000-539	SALARIES-OVERTIME	2,500.00	2,500.00	1,139.90	1,360.10	0.00	45.60
001-312-515100-539	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00
001-312-515200-539	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
001-312-515300-539	SPECIAL PAY-INCENTIVE & EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
001-312-515700-539	SPECIAL PAY-CELL PHONE	1,680.00	1,680.00	840.06	839.94	0.00	50.00
001-312-515800-539	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-312-521100-000	BENEFITS-FICA	17,841.00	17,841.00	14,383.48	3,457.52	0.00	80.62
001-312-521200-000	BENEFITS-RETIREMENT	29,574.00	29,574.00	31,821.10	(2,247.10)	0.00	107.60
001-312-521300-000	BENEFITS-GROUP INSURANCE	70,791.00	70,791.00	74,779.74	(3,988.74)	0.00	105.63
001-312-521400-000	BENEFITS-WORKERS COMPENSATION	8,167.00	8,167.00	7,570.57	596.43	0.00	92.70
001-312-521600-000	BENEFITS-MEDICAL	330.00	330.00	146.00	184.00	0.00	44.24
001-312-531190-539	PROFESSIONAL SERVICES-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
001-312-531210-539	CASUAL & CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
001-312-531290-539	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
001-312-531317-539	PERMITS-ENVIRONMENTAL	2,600.00	2,600.00	0.00	2,600.00	0.00	0.00
001-312-532401-539	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
001-312-532402-539	TRAVEL-LOCAL	50.00	50.00	0.00	50.00	0.00	0.00
001-312-532491-539	EDUCATION & REGISTRATION	800.00	800.00	0.00	800.00	0.00	0.00
001-312-533432-539	UTILITIES-WATER & SEWER	4,800.00	4,800.00	4,560.90	239.10	0.00	95.02
001-312-534100-539	REPAIRS-ACCIDENT & VANDALISM	5,000.00	23,000.00	3,082.55	19,917.45	0.00	13.40
001-312-534110-539	REPAIRS-EQUIPMENT	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
001-312-534130-539	REPAIRS-VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
001-312-534160-539	REPAIRS-BUILDING & PROPERTY	33,000.00	23,987.00	12,014.03	11,972.97	0.00	50.09
001-312-534410-539	MAINTENANCE-CONTRACTS	33,016.00	33,016.00	15,816.68	17,199.32	0.00	47.91
001-312-534420-539	MAINTENANCE-ELECTRIC SYSTEMS	37,000.00	37,943.10	26,834.67	3,608.43	7,500.00	90.49
001-312-535120-539	SUPPLIES-CUSTODIAL	2,500.00	2,500.00	896.84	1,603.16	0.00	35.87
001-312-535130-539	SUPPLIES-BUILDING	39,500.00	39,500.00	41,742.80	(2,242.80)	0.00	105.68
001-312-535210-539	SUPPLIES-UNIFORMS	2,600.00	2,600.00	1,941.81	658.19	0.00	74.69
001-312-535410-539	SUPPLIES-SAFETY EQUIPMENT	2,400.00	2,400.00	450.00	1,950.00	0.00	18.75
001-312-535420-539	SUPPLIES-MINOR TOOLS	1,000.00	1,000.00	658.86	341.14	0.00	65.89
001-312-564300-539	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
001-312-564400-539	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
001-312-564700-539	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	2,572.90	0.00	2,572.90	0.00	0.00
001-312-564730-539	EQUIPMENT & MACHINERY-GENERATOR	0.00	0.00	0.00	0.00	0.00	0.00
001-312-564760-539	EQUIPMENT & MACHINERY-LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00
001-312-566000-539	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
001-312-566400-539	BUILDING IMPROVEMENTS-REROOF FACILITIES	0.00	0.00	0.00	0.00	0.00	0.00
001-312-566900-539	BUILDING IMPROVEMENTS-OTHER	0.00	20,625.71	6,793.70	13,832.01	0.00	32.94
Total Dept 312 - PROPERTY MAINTENANCE		526,187.00	559,315.71	461,196.69	90,619.02	7,500.00	83.80
Dept 314 - PARKS							
001-314-512100-572	SALARIES-REGULAR	567,774.00	567,774.00	554,202.73	13,571.27	0.00	97.61
001-314-512200-572	SALARIES-OTHER	68,845.00	68,845.00	79,306.76	(10,461.76)	0.00	115.20
001-314-514000-572	SALARIES-OVERTIME	4,500.00	4,500.00	4,646.94	(146.94)	0.00	103.27
001-314-515100-572	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00
001-314-515200-572	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
001-314-515600-572	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-314-515700-572	SPECIAL PAY-CELL PHONE	840.00	840.00	840.06	(0.06)	0.00	100.01
001-314-515800-572	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-314-521100-000	BENEFITS-FICA	49,110.00	49,110.00	49,513.35	(403.35)	0.00	100.82
001-314-521200-000	BENEFITS-RETIREMENT	106,930.00	106,930.00	114,815.65	(7,885.65)	0.00	107.37
001-314-521300-000	BENEFITS-GROUP INSURANCE	194,481.00	194,481.00	171,339.68	23,141.32	0.00	88.10
001-314-521400-000	BENEFITS-WORKERS COMPENSATION	20,287.00	20,287.00	22,682.38	(2,395.38)	0.00	111.81
001-314-521600-000	BENEFITS-MEDICAL	630.00	630.00	506.00	124.00	0.00	80.32



GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020 NORM (ABNORM)	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
001-314-531100-572	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
001-314-531190-572	PROFESSIONAL SERVICES-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
001-314-531210-572	CASUAL & CONTRACT LABOR	111,200.00	111,200.00	72,874.71	38,325.29	0.00	65.53
001-314-531225-572	CONTRACT SERVICE-MOWING	144,000.00	144,000.00	126,432.00	17,568.00	0.00	87.80
001-314-531250-572	TESTING SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
001-314-531317-572	PERMITS-ENVIRONMENTAL	550.00	550.00	0.00	550.00	0.00	0.00
001-314-532310-572	RENTAL-EQUIPMENT	3,000.00	3,000.00	2,041.56	958.44	0.00	68.05
001-314-532401-572	TRAVEL & PER DIEM	1,700.00	1,700.00	0.00	1,700.00	0.00	0.00
001-314-532402-572	TRAVEL-LOCAL	50.00	50.00	4.11	45.89	0.00	8.22
001-314-532491-572	EDUCATION & REGISTRATION	4,000.00	4,000.00	445.00	3,555.00	0.00	11.13
001-314-532542-572	DUES & MEMBERSHIPS	350.00	350.00	130.00	220.00	0.00	37.14
001-314-533411-572	UTILITIES-TELEPHONE, INTERNET, CABLE	1,980.00	5,115.00	4,451.24	663.76	0.00	87.02
001-314-533431-572	UTILITIES-ELECTRICITY	172,000.00	168,865.00	133,685.75	35,179.25	0.00	79.17
001-314-533432-572	UTILITIES-WATER & SEWER	26,000.00	26,000.00	30,984.18	(4,984.18)	0.00	119.17
001-314-533434-572	UTILITIES-SANITATION	2,500.00	2,500.00	0.00	2,500.00	0.00	0.00
001-314-534100-572	REPAIRS-ACCIDENT & VANDALISM	5,000.00	10,000.00	1,935.00	8,065.00	0.00	19.35
001-314-534110-572	REPAIRS-EQUIPMENT	14,000.00	14,000.00	13,499.85	500.15	0.00	96.43
001-314-534311-572	MAINTENANCE-WETLANDS	12,000.00	12,000.00	10,320.00	1,680.00	0.00	86.00
001-314-534410-572	MAINTENANCE-CONTRACTS	12,000.00	12,000.00	9,037.54	2,962.46	0.00	75.31
001-314-535120-572	SUPPLIES-CUSTODIAL	15,800.00	15,800.00	5,178.03	10,621.97	0.00	32.77
001-314-535142-572	SUPPLIES-PLANTS	8,000.00	8,000.00	7,993.40	6.60	0.00	99.92
001-314-535143-572	SUPPLIES-OVERSEED & SOD	98,000.00	98,000.00	52,676.00	45,324.00	0.00	53.75
001-314-535144-572	SUPPLIES-FERTILIZER	35,000.00	42,980.00	26,071.74	16,128.95	779.31	62.47
001-314-535145-572	SUPPLIES-IRRIGATION	28,400.00	25,918.90	22,878.33	3,040.57	0.00	88.27
001-314-535146-572	SUPPLIES-TREES	0.00	0.00	0.00	0.00	0.00	0.00
001-314-535180-572	SUPPLIES-ATHLETIC	19,000.00	19,000.00	5,222.54	13,777.46	0.00	27.49
001-314-535181-572	SUPPLIES-PARKS	21,000.00	21,000.00	21,409.63	(409.63)	0.00	101.95
001-314-535210-572	SUPPLIES-UNIFORMS	7,150.00	7,150.00	5,762.00	1,388.00	0.00	80.59
001-314-535310-572	SUPPLIES-CHEMICALS	45,000.00	45,239.20	6,640.56	19,533.04	19,065.60	56.82
001-314-535410-572	SUPPLIES-SAFETY EQUIPMENT	2,400.00	2,400.00	1,650.00	750.00	0.00	68.75
001-314-535420-572	SUPPLIES-MINOR TOOLS	2,000.00	2,000.00	526.44	1,473.56	0.00	26.32
001-314-535532-572	SUPPLIES-TRAFFIC CONTROL	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00
001-314-536400-572	HURRICANE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
001-314-562000-572	BUILDINGS-SPORTS COMPLEX	0.00	0.00	0.00	0.00	0.00	0.00
001-314-563110-572	IMPROVEMENTS-FENCES & WALLS	0.00	0.00	0.00	0.00	0.00	0.00
001-314-563310-572	IMPROVEMENTS-PARKS	0.00	5,000.00	4,495.49	504.51	0.00	89.91
001-314-563340-572	IMPROVEMENTS-PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
001-314-563800-572	IMPROVEMENTS-OTHER THAN BUILDINGS-FEMA	0.00	0.00	0.00	0.00	0.00	0.00
001-314-564300-572	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
001-314-564400-572	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
001-314-564700-572	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	2,481.10	0.00	2,481.10	0.00	0.00
001-314-564800-572	EQUIPMENT & MACHINERY-FEMA	0.00	0.00	0.00	0.00	0.00	0.00
001-314-585007-572	GRANT-RECYCLING IN PARKS	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 314 - PARKS</b>		<b>1,807,477.00</b>	<b>1,825,696.20</b>	<b>1,564,198.65</b>	<b>241,652.64</b>	<b>19,844.91</b>	<b>86.76</b>
<b>Dept 316 - FLEET SERVICES</b>							
001-316-512100-519	SALARIES-REGULAR	131,265.00	131,265.00	152,753.79	(21,488.79)	0.00	116.37
001-316-514000-519	SALARIES-OVERTIME	280.00	280.00	115.19	164.81	0.00	41.14
001-316-515100-519	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00
001-316-515200-519	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
001-316-515700-519	SPECIAL PAY-CELL PHONE	420.00	840.00	840.06	(0.06)	0.00	100.01
001-316-515800-519	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-316-521100-000	BENEFITS-FICA	10,095.00	10,095.00	11,801.86	(1,706.86)	0.00	116.91
001-316-521200-000	BENEFITS-RETIREMENT	26,375.00	26,375.00	29,809.94	(3,434.94)	0.00	113.02
001-316-521300-000	BENEFITS-GROUP INSURANCE	26,745.00	26,745.00	43,133.89	(16,388.89)	0.00	161.28
001-316-521400-000	BENEFITS-WORKERS COMPENSATION	1,628.00	1,628.00	1,280.25	347.75	0.00	78.64
001-316-521600-000	BENEFITS-MEDICAL	270.00	270.00	0.00	270.00	0.00	0.00
001-316-531190-519	PROFESSIONAL SERVICES-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
001-316-531316-519	AERIAL CERTIFICATION	1,500.00	1,500.00	993.72	506.28	0.00	66.25
001-316-531317-519	PERMITS-ENVIRONMENTAL	1,650.00	1,650.00	1,454.00	196.00	0.00	88.12

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			
		ORIGINAL	2019-20	YTD BALANCE			% BDGT
		BUDGET	AMENDED BUDGET	09/30/2020	UNENCUMBERED	ENCUMBERED	% BDGT
			NORM (ABNORM)	BALANCE	YEAR-TO-DATE	USED	
001-316-532401-519	TRAVEL & PER DIEM	100.00	100.00	26.61	73.39	0.00	26.61
001-316-532402-519	TRAVEL-LOCAL	0.00	0.00	0.00	0.00	0.00	0.00
001-316-532491-519	EDUCATION & REGISTRATION	800.00	800.00	323.15	476.85	0.00	40.39
001-316-532515-519	INSURANCE-DEDUCTIBLES	1,500.00	1,500.00	1,500.00	0.00	0.00	100.00
001-316-532541-519	BOOKS & PUBLICATIONS	800.00	800.00	800.00	0.00	0.00	100.00
001-316-532542-519	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
001-316-533411-519	UTILITIES-TELEPHONE, INTERNET, CABLE	5,700.00	5,700.00	3,081.16	2,618.84	0.00	54.06
001-316-533431-519	UTILITIES-ELECTRICITY	9,900.00	9,900.00	8,914.51	985.49	0.00	90.05
001-316-533432-519	UTILITIES-WATER & SEWER	1,000.00	1,000.00	1,094.64	(94.64)	0.00	109.46
001-316-534100-519	REPAIRS-ACCIDENT & VANDALISM	5,000.00	5,000.00	3,822.20	1,177.80	0.00	76.44
001-316-534110-519	REPAIRS-EQUIPMENT	2,500.00	3,700.00	3,524.58	175.42	0.00	95.26
001-316-534130-519	REPAIRS-VEHICLE	12,000.00	12,000.00	8,214.35	3,785.65	0.00	68.45
001-316-534135-519	REPAIRS-FIRE APPARATUS	0.00	0.00	0.00	0.00	0.00	0.00
001-316-534160-519	REPAIRS-BUILDING & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
001-316-534410-519	MAINTENANCE-CONTRACTS	1,800.00	5,900.00	4,479.57	1,420.43	0.00	75.92
001-316-535150-519	SUPPLIES-SHOP	5,000.00	5,000.00	4,956.47	43.53	0.00	99.13
001-316-535155-519	SUPPLIES-FIRE APPARATUS	0.00	0.00	0.00	0.00	0.00	0.00
001-316-535210-519	SUPPLIES-UNIFORMS	2,100.00	2,100.00	1,184.75	915.25	0.00	56.42
001-316-535410-519	SUPPLIES-SAFETY EQUIPMENT	600.00	600.00	462.54	137.46	0.00	77.09
001-316-535420-519	SUPPLIES-MINOR TOOLS	2,000.00	4,000.00	2,683.74	1,316.26	0.00	67.09
001-316-535610-519	SUPPLIES-VEHICLE	30,000.00	30,000.00	30,395.74	(395.74)	0.00	101.32
001-316-535620-519	SUPPLIES-GAS & OIL	62,040.00	57,940.00	40,875.91	17,064.09	0.00	70.55
001-316-535630-519	WASTE-OIL & TIRES	1,000.00	1,000.00	942.39	57.61	0.00	94.24
001-316-535650-519	SUPPLIES-TIRES	14,000.00	13,580.00	5,010.78	8,569.22	0.00	36.90
001-316-535651-519	SUPPLIES-TIRES (FIRE APPARATUS)	0.00	0.00	0.00	0.00	0.00	0.00
001-316-564300-519	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
001-316-564320-519	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
001-316-564400-519	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
001-316-564700-519	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 316 - FLEET SERVICES</b>		<b>358,068.00</b>	<b>361,268.00</b>	<b>364,475.79</b>	<b>(3,207.79)</b>	<b>0.00</b>	<b>100.89</b>
<b>Dept 510 - POLICE</b>							
001-510-521200-000	BENEFITS-RETIREMENT	308,733.00	0.00	0.00	0.00	0.00	0.00
001-510-521200-521	BENEFITS-RETIREMENT	0.00	308,733.00	189,447.00	119,286.00	0.00	61.36
001-510-521201-521	BENEFITS RETIREMENT	0.00	0.00	342,773.26	(342,773.26)	0.00	100.00
001-510-521202-521	BENEFITS - RETIREMENT	0.00	0.00	1,444,052.00	(1,444,052.00)	0.00	100.00
001-510-531281-521	BROWARD SHERIFF'S OFFICE (BSO)	13,769,548.00	14,876,842.00	13,174,077.70	1,702,764.30	0.00	88.55
001-510-531291-521	CONTRACTUAL SERVICES-CROSSING GUARDS	122,000.00	122,000.00	54,414.50	67,585.50	0.00	44.60
001-510-532542-521	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
001-510-533411-521	UTILITIES-TELEPHONE, INTERNET, CABLE	1,080.00	1,080.00	0.00	1,080.00	0.00	0.00
001-510-533432-521	UTILITIES-WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
001-510-534110-521	REPAIRS-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-510-534120-521	REPAIRS-OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-510-534410-521	MAINTENANCE-CONTRACTS	0.00	0.00	0.00	0.00	0.00	0.00
001-510-535110-521	SUPPLIES-OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
001-510-535130-521	SUPPLIES-BUILDING	0.00	0.00	0.00	0.00	0.00	0.00
001-510-535136-521	SUPPLIES-TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
001-510-535185-521	SUPPLIES-SPECIAL	0.00	0.00	0.00	0.00	0.00	0.00
001-510-535190-521	SUPPLIES-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
001-510-535210-521	SUPPLIES-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-510-535310-521	SUPPLIES-CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
001-510-536100-521	PROGRAM EXPENSE-EXPLORER	0.00	0.00	0.00	0.00	0.00	0.00
001-510-536200-521	INVESTIGATIVE FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
001-510-536300-521	PRISONER EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
001-510-536500-521	GRANT-COMMUNITY POLICING	0.00	0.00	0.00	0.00	0.00	0.00
001-510-564300-521	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
001-510-564400-521	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
001-510-564610-521	EQUIPMENT & MACHINERY-RADIOS	0.00	0.00	0.00	0.00	0.00	0.00
001-510-564700-521	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-510-585104-521	GRANT-SECURE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	ACTUAL						
		2019-20		YTD BALANCE		UNENCUMBERED	ENCUMBERED	% BDGT
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020	NORM (ABNORM)			
001-510-585104-529	GRANT-SECURE SCHOOLS	0.00	0.00	0.00		0.00	0.00	0.00
001-510-585105-521	GRANT-STREET LEVEL DRUG ENFORCEMENT	0.00	0.00	0.00		0.00	0.00	0.00
001-510-586444-521	GRANT-LLEBG	0.00	0.00	0.00		0.00	0.00	0.00
<b>Total Dept 510 - POLICE</b>		<b>14,201,361.00</b>	<b>15,308,655.00</b>	<b>15,204,764.46</b>		<b>103,890.54</b>	<b>0.00</b>	<b>99.32</b>
<b>Dept 610 - FIRE</b>								
001-610-512100-522	SALARIES-REGULAR	0.00	0.00	0.00		0.00	0.00	0.00
001-610-512110-522	SALARIES-CERTIFIED PROFESIONAL/TECHNICAL	0.00	0.00	0.00		0.00	0.00	0.00
001-610-512120-522	SALARIES-NONCERTIFIED CLERICAL	0.00	0.00	0.00		0.00	0.00	0.00
001-610-514000-522	SALARIES-OVERTIME	0.00	0.00	0.00		0.00	0.00	0.00
001-610-515100-522	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00		0.00	0.00	0.00
001-610-515200-522	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00		0.00	0.00	0.00
001-610-521100-000	BENEFITS-FICA	0.00	0.00	0.00		0.00	0.00	0.00
001-610-521200-000	BENEFITS-RETIREMENT	294,036.00	294,036.00	227,139.24		66,896.76	0.00	77.25
001-610-521201-521	BENEFITS - RETIREMENT	0.00	0.00	485,243.00		(485,243.00)	0.00	100.00
001-610-521300-000	BENEFITS-GROUP INSURANCE	0.00	0.00	0.00		0.00	0.00	0.00
001-610-521400-000	BENEFITS-WORKERS COMPENSATION	0.00	0.00	0.00		0.00	0.00	0.00
001-610-521600-000	BENEFITS-MEDICAL	0.00	0.00	0.00		0.00	0.00	0.00
001-610-521700-000	BENEFITS-POST EMPLOYMENT HEALTH PLAN	0.00	0.00	0.00		0.00	0.00	0.00
001-610-531100-522	PROFESSIONAL SERVICES	74,700.00	74,700.00	21,315.00		53,385.00	0.00	28.53
001-610-531150-522	PROFESSIONAL SERVICES-LEGAL	20,000.00	20,000.00	22,680.00		(2,680.00)	0.00	113.40
001-610-531160-522	PROFESSIONAL SERVICES-FIRE INSPECTOR	0.00	0.00	0.00		0.00	0.00	0.00
001-610-531281-522	BROWARD SHERIFF'S OFFICE (BSO)	11,432,673.00	11,629,108.00	11,291,279.04		337,828.96	0.00	97.09
001-610-532310-522	RENTAL-EQUIPMENT	0.00	0.00	0.00		0.00	0.00	0.00
001-610-532401-522	TRAVEL & PER DIEM	0.00	0.00	0.00		0.00	0.00	0.00
001-610-532402-522	TRAVEL-LOCAL	0.00	0.00	0.00		0.00	0.00	0.00
001-610-532471-522	PRINTING	0.00	0.00	0.00		0.00	0.00	0.00
001-610-532481-522	PUBLIC RELATIONS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-532491-522	EDUCATION & REGISTRATION	0.00	0.00	0.00		0.00	0.00	0.00
001-610-532541-522	BOOKS & PUBLICATIONS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-532542-522	DUES & MEMBERSHIPS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-533411-522	UTILITIES-TELEPHONE, INTERNET, CABLE	0.00	0.00	0.00		0.00	0.00	0.00
001-610-533432-522	UTILITIES-WATER & SEWER	0.00	0.00	0.00		0.00	0.00	0.00
001-610-534110-522	REPAIRS-EQUIPMENT	0.00	0.00	0.00		0.00	0.00	0.00
001-610-534120-522	REPAIRS-OFFICE EQUIPMENT	0.00	0.00	0.00		0.00	0.00	0.00
001-610-534210-522	MAINTENANCE-COMMUNICATIONS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-534410-522	MAINTENANCE-CONTRACTS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535110-522	SUPPLIES-OFFICE	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535120-522	SUPPLIES-CUSTODIAL	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535130-522	SUPPLIES-BUILDING	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535136-522	SUPPLIES-TRAINING	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535185-522	SUPPLIES-SPECIAL	3,000.00	3,000.00	970.00		2,030.00	0.00	32.33
001-610-535190-522	SUPPLIES-OTHER	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535210-522	SUPPLIES-UNIFORMS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535310-522	SUPPLIES-CHEMICALS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535410-522	SUPPLIES-SAFETY EQUIPMENT	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535420-522	SUPPLIES-MINOR TOOLS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535430-522	SUPPLIES-MINOR EQUIPMENT	0.00	0.00	0.00		0.00	0.00	0.00
001-610-535710-522	SUPPLIES-TROPHIES & AWARDS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-536502-522	PROGRAM EXPENSE-CERT	8,500.00	8,500.00	389.49		5,082.16	3,028.35	40.21
001-610-564300-522	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00		0.00	0.00	0.00
001-610-564700-522	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00		0.00	0.00	0.00
001-610-585111-522	GRANT-CERT	0.00	0.00	0.00		0.00	0.00	0.00
<b>Total Dept 610 - FIRE</b>		<b>11,832,909.00</b>	<b>12,029,344.00</b>	<b>12,049,015.77</b>		<b>(22,700.12)</b>	<b>3,028.35</b>	<b>100.19</b>
<b>Dept 710 - RECREATION</b>								
001-710-512100-572	SALARIES-REGULAR	657,524.00	657,524.00	647,936.57		9,587.43	0.00	98.54
001-710-512200-572	SALARIES-OTHER	313,684.00	313,684.00	197,711.73		115,972.27	0.00	63.03
001-710-514000-572	SALARIES-OVERTIME	10,500.00	10,500.00	3,057.89		7,442.11	0.00	29.12
001-710-515100-572	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00		0.00	0.00	0.00

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE		ENCUMBERED YEAR-TO-DATE	
				09/30/2020	UNENCUMBERED BALANCE		
001-710-515200-572	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
001-710-515600-572	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
001-710-515700-572	SPECIAL PAY-CELL PHONE	840.00	840.00	2,294.01	(1,454.01)	0.00	273.10
001-710-515800-572	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
001-710-521100-000	BENEFITS-FICA	75,165.00	75,165.00	63,469.96	11,695.04	0.00	84.44
001-710-521200-000	BENEFITS-RETIREMENT	101,876.00	101,876.00	104,658.86	(2,782.86)	0.00	102.73
001-710-521300-000	BENEFITS-GROUP INSURANCE	228,779.00	228,779.00	206,004.59	22,774.41	0.00	90.05
001-710-521301-000	BENEFITS-GROUP INSURANCE (RETIRES)	0.00	0.00	0.00	0.00	0.00	0.00
001-710-521400-000	BENEFITS-WORKERS COMPENSATION	14,742.00	14,742.00	14,074.20	667.80	0.00	95.47
001-710-521600-000	BENEFITS-MEDICAL	2,000.00	2,000.00	938.50	1,061.50	0.00	46.93
001-710-531170-572	PROFESSIONAL SERVICES-ACCOUNTING/AUDIT	0.00	0.00	0.00	0.00	0.00	0.00
001-710-531190-572	PROFESSIONAL SERVICES-MISCELLANEOUS	1,300.00	1,300.00	359.00	941.00	0.00	27.62
001-710-531210-572	CASUAL & CONTRACT LABOR	3,300.00	3,300.00	2,883.56	416.44	0.00	87.38
001-710-531260-572	CONTRACT SERVICE-ATHLETIC	0.00	0.00	0.00	0.00	0.00	0.00
001-710-531305-572	FEES-HOMEOWNERS ASSOCIATION	1,050.00	1,050.00	660.00	390.00	0.00	62.86
001-710-531310-572	FEES-SPORTS OFFICIALS	0.00	0.00	0.00	0.00	0.00	0.00
001-710-531325-572	FEES-REGULATORY	3,300.00	3,300.00	3,257.94	42.06	0.00	98.73
001-710-532401-572	TRAVEL & PER DIEM	2,500.00	2,500.00	128.84	2,371.16	0.00	5.15
001-710-532471-572	PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
001-710-532481-572	PUBLIC RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00
001-710-532482-572	ANNUAL EVENTS	95,000.00	95,000.00	47,955.36	47,044.64	0.00	50.48
001-710-532491-572	EDUCATION & REGISTRATION	1,700.00	1,700.00	907.25	792.75	0.00	53.37
001-710-532510-572	INSURANCE-LIABILITY	28,386.00	28,386.00	27,287.14	1,098.86	0.00	96.13
001-710-532542-572	DUES & MEMBERSHIPS	1,150.00	1,150.00	1,201.05	(51.05)	0.00	104.44
001-710-533411-572	UTILITIES-TELEPHONE, INTERNET, CABLE	10,320.00	10,320.00	9,173.82	1,146.18	0.00	88.89
001-710-533431-572	UTILITIES-ELECTRICITY	61,800.00	61,800.00	47,772.44	14,027.56	0.00	77.30
001-710-533432-572	UTILITIES-WATER & SEWER	22,000.00	22,000.00	17,719.54	4,280.46	0.00	80.54
001-710-533434-572	UTILITIES-SANITATION	0.00	0.00	0.00	0.00	0.00	0.00
001-710-534110-572	REPAIRS-EQUIPMENT	4,000.00	4,000.00	3,931.12	68.88	0.00	98.28
001-710-534120-572	REPAIRS-OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-710-534150-572	REPAIRS-POOL	8,500.00	8,500.00	6,788.24	1,711.76	0.00	79.86
001-710-534410-572	MAINTENANCE-CONTRACTS	16,000.00	16,000.00	14,734.51	1,265.49	0.00	92.09
001-710-535110-572	SUPPLIES-OFFICE	2,500.00	2,100.00	2,049.15	50.85	0.00	97.58
001-710-535120-572	SUPPLIES-CUSTODIAL	9,600.00	9,600.00	8,681.43	918.57	0.00	90.43
001-710-535135-572	SUPPLIES-PROGRAM	54,900.00	54,900.00	11,760.34	43,139.66	0.00	21.42
001-710-535180-572	SUPPLIES-ATHLETIC	2,000.00	2,000.00	119.05	1,880.95	0.00	5.95
001-710-535210-572	SUPPLIES-UNIFORMS	2,500.00	2,500.00	1,457.92	1,042.08	0.00	58.32
001-710-535310-572	SUPPLIES-CHEMICALS	15,000.00	15,000.00	7,744.18	7,255.82	0.00	51.63
001-710-535410-572	SUPPLIES-SAFETY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
001-710-535430-572	SUPPLIES-MINOR EQUIPMENT	21,000.00	18,723.00	8,411.36	10,311.64	0.00	44.93
001-710-535710-572	SUPPLIES-TROPHIES & AWARDS	0.00	0.00	0.00	0.00	0.00	0.00
001-710-536400-572	HURRICANE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
001-710-536501-572	PROGRAM EXPENSE-HEALTHY SNACK	0.00	0.00	0.00	0.00	0.00	0.00
001-710-536610-572	PROGRAM EXPENSE-SENIOR TRANSPORTATION	20,000.00	20,000.00	0.00	20,000.00	0.00	0.00
001-710-539100-572	DONATIONS: RELAY FOR LIFE/COLOR RUN	5,000.00	5,000.00	2,167.80	2,832.20	0.00	43.36
001-710-563310-572	IMPROVEMENTS-PARKS	0.00	0.00	0.00	0.00	0.00	0.00
001-710-564200-572	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
001-710-564300-572	EQUIPMENT & MACHINERY-COMPUTERS	0.00	3,300.00	2,934.62	365.38	0.00	88.93
001-710-564320-572	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
001-710-564400-572	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
001-710-564520-572	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
001-710-564700-572	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	2,277.00	2,277.00	0.00	0.00	100.00
001-710-566570-572	BUILDING IMPROVEMENTS COMMUNITY CENTER	0.00	7,813.00	7,812.98	0.02	0.00	100.00
001-710-566580-572	BUILDING IMPROVEMENTS-POOL & TENNIS CNTR	0.00	0.00	0.00	0.00	0.00	0.00
001-710-585110-572	GRANT-COMMUNITY (PHASE 1)	0.00	0.00	0.00	0.00	0.00	0.00
001-710-585112-572	GRANT-COMMUNITY (PHASE 2)	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 710 - RECREATION		1,802,916.00	1,813,629.00	1,480,321.95	333,307.05	0.00	81.62
TOTAL EXPENDITURES		36,764,501.60	38,087,936.48	37,514,701.40	516,410.84	56,824.24	98.64

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 001 - GENERAL FUND:							
TOTAL REVENUES		73,584,798.00	38,087,936.48	40,073,094.70	(1,985,158.22)	0.00	105.21
TOTAL EXPENDITURES		845,583,536.80	38,087,936.48	37,514,701.40	516,410.84	56,824.24	98.64
NET OF REVENUES & EXPENDITURES		(771,998,738.80)	0.00	2,558,393.30	(2,501,569.06)	(56,824.24)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

**ACTUAL**

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 002 - BLDG INSPECTION SERVICES							
Revenues							
Dept 000 - DEFAULT							
002-000-322001-322	BUILDING PERMITS-STRUCTURAL	0.00	0.00	0.00	0.00	0.00	0.00
002-000-322002-322	BUILDING PERMITS-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
002-000-322003-322	BUILDING PERMITS-PLUMBING	0.00	0.00	0.00	0.00	0.00	0.00
002-000-322004-322	BUILDING PERMITS-MECHANICAL	0.00	0.00	0.00	0.00	0.00	0.00
002-000-322005-322	BUILDING PERMITS-EDUCATION SURCHARGE	0.00	0.00	0.00	0.00	0.00	0.00
002-000-322008-322	BUILDING PERMITS-DARLINGTON/MONTERRA	0.00	0.00	0.00	0.00	0.00	0.00
002-000-322010-322	BUILDING PERMITS-REINSPECTION FEES	0.00	0.00	0.00	0.00	0.00	0.00
002-000-341903-341	FEES-MERCHANT	0.00	0.00	0.00	0.00	0.00	0.00
002-000-349004-349	FEES-PLAN REVIEW	0.00	0.00	0.00	0.00	0.00	0.00
002-000-361100-361	INTEREST-INCOME	0.00	0.00	0.00	0.00	0.00	0.00
002-000-369900-369	OTHER MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
002-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
002-000-386980-386	APPROPRIATION FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - DEFAULT		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Expenditures</b>							
<b>Dept 211 - BUILDING</b>							
002-211-512100-524	SALARIES-REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
002-211-512200-524	SALARIES-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
002-211-514000-524	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
002-211-515100-524	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00
002-211-515200-524	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
002-211-515600-524	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
002-211-515700-524	SPECIAL PAY-CELL PHONE	0.00	0.00	0.00	0.00	0.00	0.00
002-211-515800-524	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
002-211-521100-000	BENEFITS-FICA	0.00	0.00	0.00	0.00	0.00	0.00
002-211-521200-000	BENEFITS-RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
002-211-521300-000	BENEFITS-GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
002-211-521400-000	BENEFITS-WORKERS COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
002-211-521600-000	BENEFITS-MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
002-211-531190-524	PROFESSIONAL SERVICES-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
002-211-531210-524	CASUAL & CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
002-211-531227-524	FEES-MERCHANT	0.00	0.00	0.00	0.00	0.00	0.00
002-211-532330-524	LEASE-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
002-211-532401-524	TRAVEL & PER DIEM	0.00	0.00	0.00	0.00	0.00	0.00
002-211-532471-524	PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
002-211-532491-524	EDUCATION & REGISTRATION	0.00	0.00	0.00	0.00	0.00	0.00
002-211-532541-524	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00
002-211-532542-524	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
002-211-534110-524	REPAIRS-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
002-211-534410-524	MAINTENANCE-CONTRACTS	0.00	0.00	0.00	0.00	0.00	0.00
002-211-535110-524	SUPPLIES-OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
002-211-535170-524	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00
002-211-535190-524	SUPPLIES-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
002-211-535210-524	SUPPLIES-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
002-211-535410-524	SUPPLIES-SAFETY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
002-211-564300-524	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
002-211-564520-524	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
002-211-591001-524	ENTERPRISE TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
002-211-593001-581	GENERAL GOV'T TRANSFER TO GEN FUND	0.00	0.00	0.00	0.00	0.00	0.00
002-211-593102-524	TRANSFER TO BLDG	0.00	0.00	0.00	0.00	0.00	0.00
002-211-593200-524	GENERAL GOV'T TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
002-211-593300-524	GENERAL GOV'T TRANSFER TO CAPITAL PROJ	0.00	0.00	0.00	0.00	0.00	0.00
002-211-593300-581	GENERAL GOV'T TRANSFER TO CAPITAL PROJ	0.00	0.00	0.00	0.00	0.00	0.00
002-211-599000-524	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 211 - BUILDING</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund 002 - BLDG INSPECTION SERVICES:</b>							
<b>TOTAL REVENUES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Fund 102 - BUILDING INSPECTION SERVICES FUND</b>							
<b>Revenues</b>							
<b>Dept 000 - DEFAULT</b>							
102-000-322001-322	BUILDING PERMITS-STRUCTURAL	971,941.00	971,941.00	1,125,415.44	(153,474.44)	0.00	115.79
102-000-322002-322	BUILDING PERMITS-ELECTRIC	88,863.00	88,863.00	180,729.62	(91,866.62)	0.00	203.38
102-000-322003-322	BUILDING PERMITS-PLUMBING	55,539.00	55,539.00	93,408.36	(37,869.36)	0.00	168.19
102-000-322004-322	BUILDING PERMITS-MECHANICAL	38,878.00	38,878.00	68,647.92	(29,769.92)	0.00	176.57
102-000-322005-322	BUILDING PERMITS-EDUCATION SURCHARGE	9,442.00	9,442.00	11,178.60	(1,736.60)	0.00	118.39
102-000-322006-322	BUILDING PERMITS-IT FEES	0.00	0.00	5,310.00	(5,310.00)	0.00	100.00
102-000-322008-322	BUILDING PERMITS-DARLINGTON/MONTERRA	0.00	0.00	0.00	0.00	0.00	0.00
102-000-349004-349	FEES-PLAN REVIEW	50,000.00	50,000.00	44,444.00	5,556.00	0.00	88.89
102-000-361000-361	INTEREST-INCOME	500.00	500.00	794.58	(294.58)	0.00	158.92
102-000-369900-369	OTHER MISCELLANEOUS REVENUES	3,000.00	3,000.00	4,353.68	(1,353.68)	0.00	145.12
102-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
102-000-381002-381	INTER-FUND GROUP TRSF IN-BUILDING	0.00	0.00	0.00	0.00	0.00	0.00
102-000-386980-386	APPROPRIATION FROM FUND BALANCE	(11,376.00)	(11,376.00)	0.00	(11,376.00)	0.00	0.00
<b>Total Dept 000 - DEFAULT</b>		<b>1,206,787.00</b>	<b>1,206,787.00</b>	<b>1,534,282.20</b>	<b>(327,495.20)</b>	<b>0.00</b>	<b>127.14</b>
<b>TOTAL REVENUES</b>		<b>1,206,787.00</b>	<b>1,206,787.00</b>	<b>1,534,282.20</b>	<b>(327,495.20)</b>	<b>0.00</b>	<b>127.14</b>



REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Expenditures</b>							
<b>Dept 211 - BUILDING</b>							
102-211-512100-524	SALARIES-REGULAR	489,403.00	489,403.00	337,004.14	152,398.86	0.00	68.86
102-211-512200-524	SALARIES-OTHER	109,886.00	109,886.00	117,192.83	(7,306.83)	0.00	106.65
102-211-514000-524	SALARIES-OVERTIME	800.00	800.00	4,126.41	(3,326.41)	0.00	515.80
102-211-515100-524	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00
102-211-515700-524	SPECIAL PAY-CELL PHONE	840.00	840.00	549.27	290.73	0.00	65.39
102-211-521100-000	BENEFITS-FICA	0.00	0.00	33,931.54	(33,931.54)	0.00	100.00
102-211-521100-524	BENEFITS-FICA	45,971.00	45,971.00	0.00	45,971.00	0.00	0.00
102-211-521200-000	BENEFITS-RETIREMENT	0.00	0.00	49,882.56	(49,882.56)	0.00	100.00
102-211-521200-524	BENEFITS-RETIREMENT	97,801.00	97,801.00	0.00	97,801.00	0.00	0.00
102-211-521300-000	BENEFITS-GROUP INSURANCE	0.00	0.00	76,428.91	(76,428.91)	0.00	100.00
102-211-521300-524	BENEFITS-GROUP INSURANCE	102,293.00	102,293.00	0.00	102,293.00	0.00	0.00
102-211-521400-000	BENEFITS-WORKERS COMPENSATION	0.00	0.00	2,816.55	(2,816.55)	0.00	100.00
102-211-521400-524	BENEFITS-WORKERS COMPENSATION	3,453.00	3,453.00	0.00	3,453.00	0.00	0.00
102-211-521600-000	BENEFITS-MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
102-211-521600-524	BENEFITS-MEDICAL	150.00	438.00	310.50	127.50	0.00	70.89
102-211-531190-524	PROFESSIONAL SERVICES-MISCELLANEOUS	10,000.00	10,000.00	168,647.00	(158,647.00)	0.00	1,686.47
102-211-531210-524	CASUAL & CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
102-211-532330-524	LEASE-EQUIPMENT	12,000.00	12,000.00	11,732.34	267.66	0.00	97.77
102-211-532401-524	TRAVEL & PER DIEM	1,950.00	1,950.00	17.42	1,932.58	0.00	0.89
102-211-532471-524	PRINTING	500.00	774.00	774.00	0.00	0.00	100.00
102-211-532491-524	EDUCATION & REGISTRATION	2,500.00	2,500.00	59.00	2,441.00	0.00	2.36
102-211-532541-524	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00
102-211-532542-524	DUES & MEMBERSHIPS	1,130.00	1,130.00	1,088.00	42.00	0.00	96.28
102-211-533411-524	UTILITIES-TELEPHONE, INTERNET, CABLE	6,840.00	6,840.00	6,726.32	113.68	0.00	98.34
102-211-534110-524	REPAIRS-EQUIPMENT	300.00	300.00	52.59	247.41	0.00	17.53
102-211-534410-524	MAINTENANCE-CONTRACTS	9,870.00	9,870.00	8,795.00	1,075.00	0.00	89.11
102-211-535110-524	SUPPLIES-OFFICE	2,000.00	1,726.00	1,596.72	129.28	0.00	92.51
102-211-535170-524	POSTAGE	2,550.00	2,550.00	2,414.11	135.89	0.00	94.67
102-211-535210-524	SUPPLIES-UNIFORMS	500.00	500.00	0.00	500.00	0.00	0.00
102-211-535410-524	SUPPLIES-SAFETY EQUIPMENT	1,050.00	1,050.00	900.00	150.00	0.00	85.71
102-211-564300-524	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
102-211-564520-524	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
102-211-591001-524	ENTERPRISE TRANSFER TO GENERAL	275,000.00	275,000.00	275,000.04	(0.04)	0.00	100.00
102-211-593102-524	TRANSFER TO BLDG	0.00	0.00	0.00	0.00	0.00	0.00
102-211-593300-524	GENERAL GOV'T TRANSFER TO CAPITAL PROJ	0.00	0.00	0.00	0.00	0.00	0.00
102-211-599000-524	CONTINGENCY	30,000.00	29,712.00	0.00	29,712.00	0.00	0.00
<b>Total Dept 211 - BUILDING</b>		<b>1,206,787.00</b>	<b>1,206,787.00</b>	<b>1,100,045.25</b>	<b>106,741.75</b>	<b>0.00</b>	<b>91.15</b>
<b>TOTAL EXPENDITURES</b>		<b>1,206,787.00</b>	<b>1,206,787.00</b>	<b>1,100,045.25</b>	<b>106,741.75</b>	<b>0.00</b>	<b>91.15</b>
<b>Fund 102 - BUILDING INSPECTION SERVICES FUND:</b>							
<b>TOTAL REVENUES</b>		<b>1,206,787.00</b>	<b>1,206,787.00</b>	<b>1,534,282.20</b>	<b>(327,495.20)</b>	<b>0.00</b>	<b>127.14</b>
<b>TOTAL EXPENDITURES</b>		<b>1,206,787.00</b>	<b>1,206,787.00</b>	<b>1,100,045.25</b>	<b>106,741.75</b>	<b>0.00</b>	<b>91.15</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0.00</b>	<b>0.00</b>	<b>434,236.95</b>	<b>(434,236.95)</b>	<b>0.00</b>	<b>100.00</b>

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
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GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 103 - ROAD & BRIDGE							
Revenues							
Dept 000 - DEFAULT							
103-000-312400-312	FUEL TAX-LOCAL OPTION	369,099.00	369,099.00	317,517.76	51,581.24	0.00	86.03
103-000-312410-312	FUEL TAX-ADDITIONAL LOCAL OPTION	262,468.00	262,468.00	221,651.88	40,816.12	0.00	84.45
103-000-331300-331	FEDERAL GRANT-FOREST HEALTH IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
103-000-335120-335	STATE REVENUE SHARING	278,735.00	278,735.00	243,593.02	35,141.98	0.00	87.39
103-000-361100-361	INTEREST-INCOME	1,000.00	1,000.00	5,974.21	(4,974.21)	0.00	597.42
103-000-369001-369	REFUND PRIOR YEAR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
103-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	706,698.00	706,698.00	706,698.00	0.00	0.00	100.00
103-000-381400-381	INTER-FUND GROUP TRSF IN-PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
103-000-381440-381	INTER-FUND GROUP TRSF IN-STORM WATER	0.00	0.00	0.00	0.00	0.00	0.00
103-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00
103-000-384000-384	DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
103-000-386980-386	APPROPRIATION FROM FUND BALANCE	0.00	572,268.38	0.00	572,268.38	0.00	0.00
Total Dept 000 - DEFAULT		1,618,000.00	2,190,268.38	1,495,434.87	694,833.51	0.00	68.28
TOTAL REVENUES		1,618,000.00	2,190,268.38	1,495,434.87	694,833.51	0.00	68.28

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
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GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Expenditures</b>							
<b>Dept 313 - STREETS MAINTENANCE</b>							
103-313-531130-541	PROFESSIONAL SERVICES-ENGINEERING	45,000.00	45,000.00	5,582.50	36,907.75	2,509.75	17.98
103-313-531210-541	CASUAL & CONTRACT LABOR	100,000.00	100,000.00	29,061.60	70,938.40	0.00	29.06
103-313-531220-541	CONTRACT SERVICE-TREE TRIMMING	150,000.00	150,000.00	150,000.00	0.00	0.00	100.00
103-313-531225-541	CONTRACT SERVICE-MOWING	230,000.00	230,000.00	209,829.76	20,170.24	0.00	91.23
103-313-533431-541	UTILITIES-ELECTRICITY	417,000.00	417,000.00	390,885.04	26,114.96	0.00	93.74
103-313-534710-541	REPAIRS-ROAD & DRAINAGE	450,000.00	1,045,204.38	1,024,398.15	20,806.23	0.00	98.01
103-313-534720-541	REPAIRS-SIDEWALK & BIKEWAY	200,000.00	177,064.00	163,550.39	13,513.61	0.00	92.37
103-313-535310-541	SUPPLIES-CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
103-313-563330-541	IMPROVEMENTS-RIGHT OF WAY	26,000.00	26,000.00	0.00	26,000.00	0.00	0.00
103-313-563360-541	IMPROVEMENTS-RIGHT OF WAY	0.00	0.00	0.00	0.00	0.00	0.00
103-313-564320-541	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
103-313-564700-541	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
103-313-567150-541	ROAD IMPROVEMENTS-SIDEWALKS	0.00	0.00	0.00	0.00	0.00	0.00
103-313-585108-541	GRANT-FOREST HEALTH IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
103-313-591001-541	ENTERPRISE TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
103-313-591001-581	ENTERPRISE TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
103-313-599000-541	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 313 - STREETS MAINTENANCE</b>		<b>1,618,000.00</b>	<b>2,190,268.38</b>	<b>1,973,307.44</b>	<b>214,451.19</b>	<b>2,509.75</b>	<b>90.21</b>
<b>TOTAL EXPENDITURES</b>		<b>1,618,000.00</b>	<b>2,190,268.38</b>	<b>1,973,307.44</b>	<b>214,451.19</b>	<b>2,509.75</b>	<b>90.21</b>
<b>Fund 103 - ROAD &amp; BRIDGE:</b>							
<b>TOTAL REVENUES</b>		<b>1,618,000.00</b>	<b>2,190,268.38</b>	<b>1,495,434.87</b>	<b>694,833.51</b>	<b>0.00</b>	<b>68.28</b>
<b>TOTAL EXPENDITURES</b>		<b>1,618,000.00</b>	<b>2,190,268.38</b>	<b>1,973,307.44</b>	<b>214,451.19</b>	<b>2,509.75</b>	<b>90.21</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0.00</b>	<b>0.00</b>	<b>(477,872.57)</b>	<b>480,382.32</b>	<b>(2,509.75)</b>	<b>100.00</b>

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**ACTUAL**

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 104 - POLICE EDUCATION							
Revenues							
Dept 000 - DEFAULT							
104-000-354100-354	FINES & FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00
104-000-361000-361	INTEREST-INCOME	0.00	0.00	0.00	0.00	0.00	0.00
104-000-369000-369	OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0.00
104-000-369001-369	REFUND PRIOR YEAR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
104-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
104-000-386980-386	APPROPRIATION FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - DEFAULT		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00

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**ACTUAL**

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Expenditures							
Dept 510 - POLICE							
104-510-532401-529	TRAVEL & PER DIEM	0.00	0.00	0.00	0.00	0.00	0.00
104-510-532491-529	EDUCATION & REGISTRATION	0.00	0.00	0.00	0.00	0.00	0.00
104-510-593106-529	GENERAL GOV'T TRANSFER TO POLICE CONF	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 510 - POLICE		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 104 - POLICE EDUCATION:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00

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**ACTUAL**

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 106 - POLICE CONFISCATION							
Revenues							
Dept 000 - DEFAULT							
106-000-359100-359	FORFEITED PROPERTY	24,000.00	24,000.00	834.52	23,165.48	0.00	3.48
106-000-361001-361	INTEREST-FORFEITED PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
106-000-361100-361	INTEREST-INCOME	2,000.00	2,000.00	1,944.09	55.91	0.00	97.20
106-000-369001-369	REFUND PRIOR YEAR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
106-000-381104-381	INTER-FUND GROUP TRSF IN-POLICE EDUCAT	0.00	0.00	0.00	0.00	0.00	0.00
106-000-386980-386	APPROPRIATION FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - DEFAULT		26,000.00	26,000.00	2,778.61	23,221.39	0.00	10.69
TOTAL REVENUES		26,000.00	26,000.00	2,778.61	23,221.39	0.00	10.69

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GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Expenditures</b>							
<b>Dept 510 - POLICE</b>							
106-510-531281-529	BROWARD SHERIFF'S OFFICE (BSO)	0.00	0.00	0.00	0.00	0.00	0.00
106-510-532401-529	TRAVEL & PER DIEM	0.00	0.00	0.00	0.00	0.00	0.00
106-510-532491-529	EDUCATION & REGISTRATION	21,000.00	21,000.00	0.00	21,000.00	0.00	0.00
106-510-535110-529	SUPPLIES-OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
106-510-535185-529	SUPPLIES-SPECIAL	0.00	0.00	0.00	0.00	0.00	0.00
106-510-536100-521	PROGRAM EXPENSE-EXPLORER	4,000.00	4,000.00	1,699.90	2,300.10	0.00	42.50
106-510-539100-529	DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
106-510-563110-529	IMPROVEMENTS-FENCES & WALLS	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
106-510-564300-529	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
106-510-564320-529	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
106-510-564400-529	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
106-510-564700-529	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
106-510-566900-529	BUILDING IMPROVEMENTS-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
106-510-585104-529	GRANT-SECURE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
106-510-586444-529	GRANT-LLEBG	0.00	0.00	0.00	0.00	0.00	0.00
106-510-592100-529	TRANSFER TO BROWARD SHERIFF'S OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
106-510-599000-529	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 510 - POLICE</b>		<b>26,000.00</b>	<b>26,000.00</b>	<b>1,699.90</b>	<b>24,300.10</b>	<b>0.00</b>	<b>6.54</b>
<b>TOTAL EXPENDITURES</b>		<b>26,000.00</b>	<b>26,000.00</b>	<b>1,699.90</b>	<b>24,300.10</b>	<b>0.00</b>	<b>6.54</b>
<b>Fund 106 - POLICE CONFISCATION:</b>							
<b>TOTAL REVENUES</b>		<b>26,000.00</b>	<b>26,000.00</b>	<b>2,778.61</b>	<b>23,221.39</b>	<b>0.00</b>	<b>10.69</b>
<b>TOTAL EXPENDITURES</b>		<b>26,000.00</b>	<b>26,000.00</b>	<b>1,699.90</b>	<b>24,300.10</b>	<b>0.00</b>	<b>6.54</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0.00</b>	<b>0.00</b>	<b>1,078.71</b>	<b>(1,078.71)</b>	<b>0.00</b>	<b>100.00</b>

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**ACTUAL**

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 108 - TREE TRUST FUND							
Revenues							
Dept 000 - DEFAULT							
108-000-347900-347	TREE TRUST	0.00	0.00	0.00	0.00	0.00	0.00
108-000-361000-361	INTEREST-INCOME	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - DEFAULT		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00



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GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Expenditures							
Dept 318 - TREE TRUST							
108-318-531220-572	CONTRACT SERVICE-TREE TRIMMING	0.00	0.00	0.00	0.00	0.00	0.00
108-318-532482-572	ANNUAL EVENTS	0.00	0.00	0.00	0.00	0.00	0.00
108-318-535146-572	SUPPLIES-TREES	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 318 - TREE TRUST		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 108 - TREE TRUST FUND:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00

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**ACTUAL**

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 200 - DEBT SERVICE							
Revenues							
Dept 000 - DEFAULT							
200-000-311001-311	AD VALOREM TAXES	0.00	0.00	0.00	0.00	0.00	0.00
200-000-361000-361	INTEREST-INCOME	0.00	0.00	0.00	0.00	0.00	0.00
200-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
200-000-381002-381	INTER-FUND GROUP TRSF IN-BUILDING	0.00	0.00	0.00	0.00	0.00	0.00
200-000-381300-381	INTER-FUND GROUP TRSF IN-CAPITAL PROJ	0.00	0.00	0.00	0.00	0.00	0.00
200-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00
200-000-386980-386	APPROPRIATION FROM FUND BALANCE	0.00	126,294.00	0.00	126,294.00	0.00	0.00
Total Dept 000 - DEFAULT		0.00	126,294.00	0.00	126,294.00	0.00	0.00
TOTAL REVENUES		0.00	126,294.00	0.00	126,294.00	0.00	0.00

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GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Expenditures</b>							
<b>Dept 200 - GENERAL DEBT</b>							
200-200-571230-582	DEBT SERVICE PRINCIPAL-GO BOND (99)	0.00	0.00	0.00	0.00	0.00	0.00
200-200-571880-582	DEBT SERVICE PRINCIPAL-BB COURT (03)	0.00	0.00	0.00	0.00	0.00	0.00
200-200-571881-582	DEBT SERVICE PRINCIPAL-SIDEWALKS (06)	0.00	0.00	0.00	0.00	0.00	0.00
200-200-571941-582	DEBT SERVICE PRINCIPAL-SOFTWARE (11)	0.00	0.00	0.00	0.00	0.00	0.00
200-200-572230-582	DEBT SERVICE INTEREST-GO BOND (99)	0.00	0.00	0.00	0.00	0.00	0.00
200-200-572880-582	DEBT SERVICE INTEREST-BB COURTS (03)	0.00	0.00	0.00	0.00	0.00	0.00
200-200-572881-582	DEBT SERVICE INTEREST-SIDEWALKS (06)	0.00	0.00	0.00	0.00	0.00	0.00
200-200-572941-582	DEBT SERVICE INTEREST-SOFTWARE (11)	0.00	0.00	0.00	0.00	0.00	0.00
200-200-591001-524	ENTERPRISE TRANSFER TO GENERAL	0.00	126,294.00	126,294.00	0.00	0.00	100.00
<b>Total Dept 200 - GENERAL DEBT</b>		<b>0.00</b>	<b>126,294.00</b>	<b>126,294.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>TOTAL EXPENDITURES</b>		<b>0.00</b>	<b>126,294.00</b>	<b>126,294.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Fund 200 - DEBT SERVICE:</b>							
<b>TOTAL REVENUES</b>		<b>0.00</b>	<b>126,294.00</b>	<b>0.00</b>	<b>126,294.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>		<b>0.00</b>	<b>126,294.00</b>	<b>126,294.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0.00</b>	<b>0.00</b>	<b>(126,294.00)</b>	<b>126,294.00</b>	<b>0.00</b>	<b>100.00</b>

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		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 300 - CAPITAL PROJECTS							
Revenues							
Dept 000 - DEFAULT							
300-000-324110-324	IMPACT FEES-RESIDENT-PUBLIC SAFETY	1,000.00	1,000.00	17,208.00	(16,208.00)	0.00	1,720.80
300-000-324610-324	IMPACT FEES-RESIDENT-RECREATON(PARK)	2,000.00	2,000.00	234,240.00	(232,240.00)	0.00	#####
300-000-324710-324	IMPACT FEES-RESIDENT-OTHER(GEN GOVT)	15,000.00	15,000.00	163,980.99	(148,980.99)	0.00	1,093.21
300-000-331204-331	FEDERAL GRANT-CDBG	0.00	0.00	0.00	0.00	0.00	0.00
300-000-331301-331	FEDERAL GRANT-US DOT	0.00	0.00	0.00	0.00	0.00	0.00
300-000-331302-331	FEDERAL GRANT-LWCF	0.00	0.00	800,000.00	(800,000.00)	0.00	100.00
300-000-331502-331	FEDERAL GRANT-HAZARD MITIGATION (HMGP)	182,250.00	182,250.00	33,693.75	148,556.25	0.00	18.49
300-000-334202-334	STATE GRANT - FDACS	0.00	0.00	59,347.50	(59,347.50)	0.00	100.00
300-000-334312-334	STATE GRANT-DEP	0.00	0.00	0.00	0.00	0.00	0.00
300-000-334491-334	STATE GRANT-FDOT	0.00	0.00	0.00	0.00	0.00	0.00
300-000-334701-334	STATE GRANT-FRDAP	0.00	0.00	0.00	0.00	0.00	0.00
300-000-334704-334	STATE GRANT-FL REC TRAILS PROG (FRTP)	0.00	0.00	0.00	0.00	0.00	0.00
300-000-337491-337	GRANT-BROWARD BEAUTY	0.00	0.00	0.00	0.00	0.00	0.00
300-000-337493-337	GRANT-BC SAFE PARK & LAND	0.00	0.00	0.00	0.00	0.00	0.00
300-000-337495-337	GRANT-BC PARKS FOR PEOPLE	0.00	0.00	0.00	0.00	0.00	0.00
300-000-338006-338	COUNTY-CHALLENGE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
300-000-361000-361	INTEREST-INCOME	0.00	0.00	0.00	0.00	0.00	0.00
300-000-361101-361	INTEREST-PUBLIC SAFETY	2,000.00	2,000.00	494.68	1,505.32	0.00	24.73
300-000-361102-361	INTEREST-PARK IMPROVEMENTS	0.00	0.00	(274.54)	274.54	0.00	100.00
300-000-361103-361	INTEREST-GENERAL GOVERNMENT	0.00	0.00	(266.77)	266.77	0.00	100.00
300-000-366700-366	CONTRIBUTION-DEVELOPERS & OTHERS	0.00	0.00	0.00	0.00	0.00	0.00
300-000-369009-369	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
300-000-369901-369	REFUND PRIOR YEAR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
300-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	85,750.00	502,980.00	502,979.96	0.04	0.00	100.00
300-000-381002-381	INTER-FUND GROUP TRSF IN-BUILDING	0.00	0.00	0.00	0.00	0.00	0.00
300-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00
300-000-382400-382	CONTRIBUTION FROM PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
300-000-382440-382	CONTRIBUTION FROM STORM WATER	0.00	0.00	0.00	0.00	0.00	0.00
300-000-382450-382	CONTRIBUTION FROM WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
300-000-384000-384	DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
300-000-386980-386	APPROPRIATION FROM FUND BALANCE	0.00	143,782.00	0.00	143,782.00	0.00	0.00
Total Dept 000 - DEFAULT		288,000.00	849,012.00	1,811,403.57	(962,391.57)	0.00	213.35
TOTAL REVENUES		288,000.00	849,012.00	1,811,403.57	(962,391.57)	0.00	213.35

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PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Expenditures</b>							
<b>Dept 130 - FINANCE</b>							
300-130-564300-513-0	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
300-130-564320-513	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
300-130-564700-513	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 130 - FINANCE</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 190 - NONDEPARTMENTAL</b>							
300-190-531100-519	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
300-190-563340-519-1	IMPROVEMENTS-PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
300-190-563340-519-1	IMPROVEMENTS-PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
300-190-563340-519-1	IMPROVEMENTS-PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
300-190-563340-519-1	PARKING LOT (CH)	0.00	0.00	0.00	0.00	0.00	0.00
300-190-563620-519	ENVIRONMENTAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
300-190-564790-519-1	EQUIPMENT & MACHINERY-RADIO STATION	0.00	0.00	0.00	0.00	0.00	0.00
300-190-593450-581	GENERAL GOV'T TRANSFER TO WATER & SEWER	0.00	417,230.00	0.00	417,230.00	0.00	0.00
300-190-599000-519	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 190 - NONDEPARTMENTAL</b>		<b>0.00</b>	<b>417,230.00</b>	<b>0.00</b>	<b>417,230.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 211 - BUILDING</b>							
300-211-564200-524-1	FF&E (BLDG)	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 211 - BUILDING</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 311 - PUBLIC WORKS ADMINISTRATION</b>							
300-311-512100-519	SALARIES-REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
300-311-514000-519	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
300-311-515700-519	SPECIAL PAY-CELL PHONE	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521100-000	BENEFITS-FICA	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521100-519	BENEFITS-FICA	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521200-000	BENEFITS-RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521200-519	BENEFITS-RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521300-000	BENEFITS-GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521300-519	BENEFITS-GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521400-000	BENEFITS-WORKERS COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521400-519	BENEFITS-WORKERS COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521600-000	BENEFITS-MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
300-311-521600-519	BENEFITS-MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
300-311-531190-519	PROFESSIONAL SERVICES-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
300-311-562100-519	BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
300-311-562200-519-0	BUILDINGS-VEHICLE STORAGE COMPOUND	0.00	0.00	0.00	0.00	0.00	0.00
300-311-562600-519-0	BUILDINGS-SHEDS	0.00	0.00	0.00	0.00	0.00	0.00
300-311-563110-519-0	IMPROVEMENTS-FENCES & WALLS	0.00	0.00	0.00	0.00	0.00	0.00
300-311-563310-519	IMPROVEMENTS-PARKS	0.00	0.00	0.00	0.00	0.00	0.00
300-311-563340-519-1	IMPROVEMENTS-PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
300-311-564200-519	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
300-311-564300-519	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
300-311-564400-519	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
300-311-564730-519	EQUIPMENT & MACHINERY-GENERATOR	0.00	0.00	0.00	0.00	0.00	0.00
300-311-566000-519	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
300-311-566200-519	BUILDING IMPROVEMENTS-CITY HALL	0.00	0.00	0.00	0.00	0.00	0.00
300-311-566400-519	BUILDING IMPROVEMENTS-REROOF FACILITIES	0.00	0.00	0.00	0.00	0.00	0.00
300-311-591450-519	ENTERPRISE TRANSFER TO WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 311 - PUBLIC WORKS ADMINISTRATION</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 312 - PROPERTY MAINTENANCE</b>							
300-312-534448-539-1	PAINTING (CH)	0.00	0.00	0.00	0.00	0.00	0.00
300-312-534448-539-1	PAINTING (CC)	0.00	0.00	0.00	0.00	0.00	0.00
300-312-563190-539-P	IMPROVEMENTS-GENERAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
300-312-563310-539-1	BRIDGE FENCE REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
300-312-563310-539-1	PRIVACY WALL (PW)	0.00	0.00	0.00	0.00	0.00	0.00
300-312-563424-539-0	IMPROVEMENTS-SECURITY	0.00	0.00	0.00	0.00	0.00	0.00
300-312-564100-539	EQUIPMENT & MACHINERY- FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
300-312-564730-539	EQUIPMENT & MACHINERY-GENERATOR	0.00	0.00	0.00	0.00	0.00	0.00
300-312-564760-539	EQUIPMENT & MACHINERY-LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00
300-312-564780-539	EQUIPMENT & MACHINERY-RESURFACE COURTS	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-0	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	METAL STORAGE BLDG (PW & REC)	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	REPLACE WINDOWS (CC)	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	INSPECT BRIDGES	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	CARD ACCESS (CITY-WIDE)	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	SECURITY CAMERAS (CITY-WIDE)	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	REPLACE CANOPY (FLEET)	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566000-539-1	METAL STORGE BLDG (PW/REC)	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566160-539-13007		0.00	0.00	0.00	0.00	0.00	0.00
300-312-566160-539-1	BUILDING IMPROVEMENTS-EXTERIOR PAINTING	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566200-539	BUILDING IMPROVEMENTS-CITY HALL	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566400-539	BUILDING IMPROVEMENTS-REEROOF FACILITIES	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566580-539	BUILDING IMPROVEMENTS-POOL & TENNIS CNTR	0.00	0.00	0.00	0.00	0.00	0.00
300-312-566900-539	BUILDING IMPROVEMENTS-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 312 - PROPERTY MAINTENANCE		0.00	0.00	0.00	0.00	0.00	0.00
Dept 313 - STREETS MAINTENANCE							
300-313-534710-541-1	STREET RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
300-313-563110-541-0	IMPROVEMENTS-FENCES & WALLS	0.00	0.00	0.00	0.00	0.00	0.00
300-313-563110-541-0	IMPROVEMENTS-FENCES & WALLS	0.00	0.00	0.00	0.00	0.00	0.00
300-313-563110-541-0	IMPROVEMENTS-FENCES & WALLS	0.00	0.00	0.00	0.00	0.00	0.00
300-313-563330-539-0	IMPROVEMENTS-RIGHT OF WAY	0.00	0.00	0.00	0.00	0.00	0.00
300-313-563330-541-0	IMPROVEMENTS-RIGHT OF WAY	0.00	0.00	0.00	0.00	0.00	0.00
300-313-563330-541-0	IMPROVEMENTS-RIGHT OF WAY	0.00	0.00	0.00	0.00	0.00	0.00
300-313-585107-539	GRANT-PINE ISLAND ROAD LANDSCAPE	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 313 - STREETS MAINTENANCE		0.00	0.00	0.00	0.00	0.00	0.00
Dept 314 - PARKS							
300-314-531130-572-0	PROFESSIONAL SERVICES-ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
300-314-531130-572-0	PROFESSIONAL SERVICES-ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
300-314-534710-572-1	ASPHALT OVERLAY (CCSC)	0.00	0.00	0.00	0.00	0.00	0.00
300-314-561000-572	LAND	0.00	0.00	0.00	0.00	0.00	0.00
300-314-562000-572-1	CCSC-RESTROOM BLDG (BY FIELD #7)	0.00	0.00	0.00	0.00	0.00	0.00
300-314-563100-572-0	IMPROVEMENTS-SPORTS COMPLEX	0.00	0.00	0.00	0.00	0.00	0.00
300-314-563105-572-0	IMPROVEMENTS-PIONEER MIDDLE SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
300-314-563110-572-0	IMPROVEMENTS-FENCES & WALLS	0.00	0.00	0.00	0.00	0.00	0.00
300-314-563110-572-0	IMPROVEMENTS-FENCES & WALLS	0.00	0.00	0.00	0.00	0.00	0.00
300-314-563160-572	IMPROVEMENTS-SWIMMING POOL	0.00	0.00	0.00	0.00	0.00	0.00
300-314-563310-572	IMPROVEMENTS-PARKS	45,000.00	45,000.00	44,332.50	667.50	0.00	98.52
300-314-563360-572-0	IMPROVEMENTS-RIGHT OF WAY	0.00	0.00	0.00	0.00	0.00	0.00
300-314-563780-572-P	IMPROVEMENTS-RESURFACE COURTS	0.00	0.00	0.00	0.00	0.00	0.00
300-314-564700-572	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
300-314-564750-572	EQUIPMENT & MACHINERY-SPRINKLERS	0.00	0.00	0.00	0.00	0.00	0.00
300-314-564760-572	EQUIPMENT & MACHINERY-LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00
300-314-564780-572	EQUIPMENT & MACHINERY-RESURFACE COURTS	0.00	0.00	0.00	0.00	0.00	0.00
300-314-566000-572-1	ADDITIONAL PARKING (CCSC)	0.00	0.00	0.00	0.00	0.00	0.00
300-314-567320-572	ROAD IMPROVEMENTS-LANDSCAPING	0.00	0.00	0.00	0.00	0.00	0.00
300-314-567350-541	ROAD IMPROVEMENTS - ASPHALT	0.00	0.00	0.00	0.00	0.00	0.00
300-314-591200-572	ENTERPRISE TRANSFER TO DEBT SERVICE	0.00	0.00	417,229.53	(417,229.53)	0.00	100.00
300-314-591200-581	ENTERPRISE TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	% BDGT USED
300-314-599000-572	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 314 - PARKS		45,000.00	45,000.00	461,562.03	(416,562.03)	0.00	1,025.69
Dept 316 - FLEET SERVICES							
300-316-563140-519-01	IMPROVEMENTS-FUEL ISLAND	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 316 - FLEET SERVICES		0.00	0.00	0.00	0.00	0.00	0.00
Dept 510 - POLICE							
300-510-566000-521	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
300-510-566900-521-01	BUILDING IMPROVEMENTS-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 510 - POLICE		0.00	0.00	0.00	0.00	0.00	0.00
Dept 610 - FIRE							
300-610-564520-522	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
300-610-564760-522-01	EQUIPMENT & MACHINERY-LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00
300-610-566000-522	BUILDING IMPROVEMENTS - BUILDING	43,000.00	43,000.00	0.00	43,000.00	0.00	0.00
Total Dept 610 - FIRE		43,000.00	43,000.00	0.00	43,000.00	0.00	0.00
Dept 710 - RECREATION							
300-710-562500-572-01	BUILDINGS-STONEBRIDGE FACILITY	0.00	0.00	0.00	0.00	0.00	0.00
300-710-563310-572	IMPROVEMENTS-PARKS	0.00	13,472.00	13,472.00	0.00	0.00	100.00
300-710-563340-572	IMPROVEMENTS-PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
300-710-564320-572-11	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
300-710-564700-572-11	CC-REPLACE MARQUEE	0.00	0.00	0.00	0.00	0.00	0.00
300-710-564700-572-11	MOBILE STAGE	0.00	0.00	0.00	0.00	0.00	0.00
300-710-564730-572-11	P&T WHOLE BUILDING GENERATOR	200,000.00	200,000.00	0.00	200,000.00	0.00	0.00
300-710-566000-572-01	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
300-710-566160-572	BUILDING IMPROVEMENTS EXTERIOR PAINTING	0.00	0.00	0.00	0.00	0.00	0.00
300-710-566200-572	BUILDING IMPROVEMENT	0.00	130,310.00	130,310.00	0.00	0.00	100.00
300-710-566580-572	BUILDING IMPROVEMENTS-POOL & TENNIS CNTR	0.00	0.00	(356.00)	356.00	0.00	100.00
300-710-566900-572	BUILDING IMPROVEMENTS-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 710 - RECREATION		200,000.00	343,782.00	143,426.00	200,356.00	0.00	41.72
Dept 810 - PARKING FACILITIES							
300-810-591400-581	ENTERPRISE TRANSFER TO PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 810 - PARKING FACILITIES		0.00	0.00	0.00	0.00	0.00	0.00
Dept 950 - WATER & WASTEWATER ADMINISTRATION							
300-950-564300-536	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 950 - WATER & WASTEWATER ADMINISTRATION		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		288,000.00	849,012.00	604,988.03	244,023.97	0.00	71.26
Fund 300 - CAPITAL PROJECTS:							
TOTAL REVENUES		288,000.00	849,012.00	1,811,403.57	(962,391.57)	0.00	213.35
TOTAL EXPENDITURES		4,320,000.00	849,012.00	604,988.03	244,023.97	0.00	71.26
NET OF REVENUES & EXPENDITURES		(4,032,000.00)	0.00	1,206,415.54	(1,206,415.54)	0.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

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		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 400 - PARKING LOT							
Revenues							
Dept 000 - DEFAULT							
400-000-343901-343	SERVICE CHARGE-MISCELLANEOUS	1,000.00	1,000.00	2,634.00	(1,634.00)	0.00	263.40
400-000-344500-344	TRANSPORTATION-PARKING FACILITY	125,000.00	125,000.00	121,273.29	3,726.71	0.00	97.02
400-000-364000-364	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
400-000-369900-369	OTHER MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
400-000-381300-381	INTER-FUND GROUP TRSF IN-CAPITAL PROJ	0.00	0.00	0.00	0.00	0.00	0.00
400-000-389100-389	PROPRIETARY-INTEREST	1,000.00	1,000.00	629.18	370.82	0.00	62.92
400-000-389980-389	APPROPRIATION FROM RETAINED EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - DEFAULT		127,000.00	127,000.00	124,536.47	2,463.53	0.00	98.06
TOTAL REVENUES		127,000.00	127,000.00	124,536.47	2,463.53	0.00	98.06



REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
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		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Expenditures</b>							
<b>Dept 810 - PARKING FACILITIES</b>							
400-810-512200-545	SALARIES-OTHER	19,500.00	19,500.00	19,500.00	0.00	0.00	100.00
400-810-521200-000	BENEFITS-RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
400-810-531225-545	CONTRACT SERVICE-MOWING	5,500.00	5,500.00	5,268.24	231.76	0.00	95.79
400-810-531290-545	CONTRACTUAL SERVICES	21,000.00	21,000.00	14,310.00	6,690.00	0.00	68.14
400-810-533411-545	UTILITIES-TELEPHONE, INTERNET, CABLE	4,560.00	4,560.00	4,554.40	5.60	0.00	99.88
400-810-533431-545	UTILITIES-ELECTRICITY	2,500.00	2,500.00	2,218.17	281.83	0.00	88.73
400-810-534160-545	REPAIRS-BUILDING & PROPERTY	5,000.00	5,000.00	601.52	4,398.48	0.00	12.03
400-810-534410-545	MAINTENANCE-CONTRACTS	13,000.00	13,000.00	8,325.00	4,675.00	0.00	64.04
400-810-535110-545	SUPPLIES-OFFICE	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
400-810-535185-545	SUPPLIES-SPECIAL	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
400-810-539200-545	DEPRECIATION	0.00	0.00	36,930.26	(36,930.26)	0.00	100.00
400-810-563340-545	IMPROVEMENTS-PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
400-810-564300-545	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
400-810-564999-545	CONTRA EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
400-810-571840-545	DEBT SERVICE PRINCIPAL-PARKING LOT CONST	0.00	0.00	0.00	0.00	0.00	0.00
400-810-572840-545	DEBT SERVICE INTEREST-PARKING LOT CONSTR	0.00	0.00	0.00	0.00	0.00	0.00
400-810-572999-545	CONTRA EXPENSE-DEBT	0.00	0.00	0.00	0.00	0.00	0.00
400-810-591001-545	ENTERPRISE TRANSFER TO GENERAL	53,940.00	53,940.00	53,940.00	0.00	0.00	100.00
400-810-591001-581	ENTERPRISE TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
400-810-591103-545	TRANSFER TO ROAD AND BRIDGE FUND	0.00	0.00	0.00	0.00	0.00	0.00
400-810-599000-545	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 810 - PARKING FACILITIES</b>		<b>127,000.00</b>	<b>127,000.00</b>	<b>145,647.59</b>	<b>(18,647.59)</b>	<b>0.00</b>	<b>114.68</b>
<b>TOTAL EXPENDITURES</b>		<b>127,000.00</b>	<b>127,000.00</b>	<b>145,647.59</b>	<b>(18,647.59)</b>	<b>0.00</b>	<b>114.68</b>
<b>Fund 400 - PARKING LOT:</b>							
<b>TOTAL REVENUES</b>		<b>127,000.00</b>	<b>127,000.00</b>	<b>124,536.47</b>	<b>2,463.53</b>	<b>0.00</b>	<b>98.06</b>
<b>TOTAL EXPENDITURES</b>		<b>127,000.00</b>	<b>127,000.00</b>	<b>145,647.59</b>	<b>(18,647.59)</b>	<b>0.00</b>	<b>114.68</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0.00</b>	<b>0.00</b>	<b>(21,111.12)</b>	<b>21,111.12</b>	<b>0.00</b>	<b>100.00</b>

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 440 - STORM WATER							
Revenues							
Dept 000 - DEFAULT							
440-000-334703-334	STATE OF FL - DEPT OF ENVIRON PROTECTION	0.00	0.00	0.00	0.00	0.00	0.00
440-000-337310-337	GRANT-SFWMD WATER DISTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00
440-000-337315-337	GRANT-CBWCD	0.00	0.00	0.00	0.00	0.00	0.00
440-000-337320-337	GRANT-BC WATER & DRAINAGE	0.00	0.00	0.00	0.00	0.00	0.00
440-000-343901-343	SERVICE CHARGE-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
440-000-343905-343	SERVICE CHARGE-STORM WATER	600,000.00	600,000.00	320,054.94	279,945.06	0.00	53.34
440-000-364000-364	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
440-000-369000-369	OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0.00
440-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00
440-000-384000-384	DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
440-000-389100-389	PROPRIETARY-INTEREST	0.00	0.00	3,108.92	(3,108.92)	0.00	100.00
440-000-389980-389	APPROPRIATION FROM RETAINED EARNINGS	(117,617.00)	251,840.70	0.00	251,840.70	0.00	0.00
Total Dept 000 - DEFAULT		482,383.00	851,840.70	323,163.86	528,676.84	0.00	37.94
TOTAL REVENUES		482,383.00	851,840.70	323,163.86	528,676.84	0.00	37.94

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORM (ABNORM)	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Expenditures							
Dept 315 - STORM WATER							
440-315-512100-538	SALARIES-REGULAR	74,725.00	74,725.00	77,124.98	(2,399.98)	0.00	103.21
440-315-514000-538	SALARIES-OVERTIME	2,500.00	2,500.00	0.00	2,500.00	0.00	0.00
440-315-515100-538	SPECIAL PAY - STORM WATER	0.00	0.00	0.00	0.00	0.00	0.00
440-315-515200-538	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
440-315-515700-538	SPECIAL PAY-CELL PHONE	420.00	420.00	419.90	0.10	0.00	99.98
440-315-515800-538	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
440-315-521100-000	BENEFITS-FICA	5,940.00	5,940.00	5,699.27	240.73	0.00	95.95
440-315-521200-000	BENEFITS-RETIREMENT	20,616.00	20,616.00	72,887.12	(52,271.12)	0.00	353.55
440-315-521300-000	BENEFITS-GROUP INSURANCE	21,897.00	21,897.00	24,511.72	(2,614.72)	0.00	111.94
440-315-521400-000	BENEFITS-WORKERS COMPENSATION	1,129.00	1,129.00	2,045.33	(916.33)	0.00	181.16
440-315-531190-538	PROFESSIONAL SERVICES-MISCELLANEOUS	20,000.00	65,464.17	34,859.00	20,000.00	10,605.17	69.45
440-315-531290-538	CONTRACTUAL SERVICES	60,000.00	61,235.00	49,535.00	225.00	11,475.00	99.63
440-315-531320-538	ADMINISTRATIVE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
440-315-531325-538	FEES-REGULATORY	0.00	6,948.00	6,948.00	0.00	0.00	100.00
440-315-532310-538	RENTAL-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
440-315-532491-538	EDUCATION & REGISTRATION	200.00	200.00	0.00	200.00	0.00	0.00
440-315-532542-538	DUES AND MEMBERSHIPS	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00
440-315-534130-538	REPAIRS-VEHICLE	800.00	800.00	627.19	172.81	0.00	78.40
440-315-534710-538	REPAIRS-ROAD & DRAINAGE	20,000.00	18,765.00	8,714.84	6,050.16	4,000.00	67.76
440-315-535141-538	SUPPLIES-LANDSCAPING	2,000.00	2,000.00	30.00	1,970.00	0.00	1.50
440-315-535210-538	SUPPLIES-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
440-315-535410-538	SUPPLIES-SAFETY EQUIPMENT	500.00	500.00	483.12	16.88	0.00	96.62
440-315-535420-538	SUPPLIES-MINOR TOOLS	1,000.00	1,000.00	893.30	106.70	0.00	89.33
440-315-535620-538	SUPPLIES-GAS & OIL	1,600.00	1,600.00	1,040.88	559.12	0.00	65.06
440-315-539200-538	DEPRECIATION	0.00	0.00	182,079.05	(182,079.05)	0.00	100.00
440-315-563370-538	IMPROVEMENTS-STORM WATER DRAINAGE	0.00	323,993.53	141,792.83	235,931.50	(53,730.80)	27.18
440-315-564300-538	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
440-315-564320-538	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
440-315-564520-538	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
440-315-564700-538	EQUIPMENT & MACHINERY-EQUIPMENT	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
440-315-564999-538	CONTRA EXPENSE	0.00	0.00	(141,793.00)	141,793.00	0.00	100.00
440-315-571890-538	DEBT SERVICE PRINCIPAL-STORM WATER	176,851.00	176,851.00	0.00	176,851.00	0.00	0.00
440-315-572890-538	DEBT SERVICE INTEREST-STORM WATER	35,705.00	35,705.00	32,932.01	2,772.99	0.00	92.23
440-315-591001-538	ENTERPRISE TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
440-315-591001-581	ENTERPRISE TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
440-315-591103-538	TRANSFER TO ROAD AND BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
440-315-599000-538	CONTINGENCY	30,000.00	23,052.00	0.00	23,052.00	0.00	0.00
Total Dept 315 - STORM WATER		482,383.00	851,840.70	500,830.54	378,660.79	(27,650.63)	55.55
TOTAL EXPENDITURES		482,383.00	851,840.70	500,830.54	378,660.79	(27,650.63)	55.55
Fund 440 - STORM WATER:							
TOTAL REVENUES		482,383.00	851,840.70	323,163.86	528,676.84	0.00	37.94
TOTAL EXPENDITURES		964,766.00	851,840.70	500,830.54	378,660.79	(27,650.63)	55.55
NET OF REVENUES & EXPENDITURES		(482,383.00)	0.00	(177,666.68)	150,016.05	27,650.63	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Fund 450 - WATER &amp; SEWER UTILITY FUND</b>							
<b>Revenues</b>							
<b>Dept 000 - DEFAULT</b>							
450-000-331400-331	FEDERAL GRANT-PERKINS	0.00	0.00	0.00	0.00	0.00	0.00
450-000-331501-331	FEDERAL GRANT-FEMA	0.00	0.00	0.00	0.00	0.00	0.00
450-000-334311-334	STATE GRANT-EMPA COMPETITIVE	0.00	0.00	0.00	0.00	0.00	0.00
450-000-341903-341	FEES-MERCHANT	0.00	0.00	0.00	0.00	0.00	0.00
450-000-343300-343	SERVICE CHARGE-WATER UTILITY	5,408,000.00	5,408,000.00	5,607,997.70	(199,997.70)	0.00	103.70
450-000-343500-343	SERVICE CHARGE-SEWER/WASTEWATER UTILITY	7,072,000.00	7,072,000.00	6,838,066.96	233,933.04	0.00	96.69
450-000-343600-343	SERVICE CHARGE-WATER/SEWER-METER FEES	5,000.00	5,000.00	9,445.00	(4,445.00)	0.00	188.90
450-000-343900-343	SERVICE CHARGE-OTHER	0.00	0.00	154.00	(154.00)	0.00	100.00
450-000-343901-000	INCORRECT ACCOUNT NUMBER	0.00	0.00	0.00	0.00	0.00	0.00
450-000-343901-343	SERVICE CHARGE-MISCELLANEOUS	200,000.00	200,000.00	126,381.62	73,618.38	0.00	63.19
450-000-343902-343	SERVICE CHARGE-BUILDERS DAMAGE	0.00	0.00	0.00	0.00	0.00	0.00
450-000-343903-343	SERVICE CHARGE-BILLING	100,000.00	100,000.00	102,880.73	(2,880.73)	0.00	102.88
450-000-349003-349	FEES-ENGINEER INSPECTION	25,000.00	25,000.00	71,364.25	(46,364.25)	0.00	285.46
450-000-364000-364	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
450-000-366700-366	CONTRIBUTION-DEVELOPERS & OTHERS	0.00	0.00	330,887.00	(330,887.00)	0.00	100.00
450-000-369300-369	SETTLEMENT	0.00	0.00	0.00	0.00	0.00	0.00
450-000-369900-369	OTHER MISCELLANEOUS REVENUES	4,000.00	4,000.00	(3,414.44)	7,414.44	0.00	(85.36)
450-000-369903-369	CASH OVERAGES/SHORTAGES	0.00	0.00	0.00	0.00	0.00	0.00
450-000-369906-369	BMS REVENUE	13,000.00	13,000.00	13,000.00	0.00	0.00	100.00
450-000-369907-369	INSURANCE REIMBURSEMENT	10,000.00	10,000.00	18.00	9,982.00	0.00	0.18
450-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	414,873.00	414,873.00	414,873.00	0.00	0.00	100.00
450-000-381300-381	INTER-FUND GROUP TRSF IN-CAPITAL PROJ	0.00	0.00	417,229.53	(417,229.53)	0.00	100.00
450-000-381452-381	INTER-FUND GROUP TRSF IN-R & R	0.00	0.00	0.00	0.00	0.00	0.00
450-000-381453-381	INTER-FUND GROUP TRSF IN-CAPITAL IMPRO	0.00	0.00	0.00	0.00	0.00	0.00
450-000-382452-382	CONTRIBUTION FROM R & R	0.00	0.00	0.00	0.00	0.00	0.00
450-000-382453-382	CONTRIBUTION FROM CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
450-000-384000-384	DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
450-000-389100-389	PROPRIETARY-INTEREST	58,728.00	58,728.00	35,727.13	23,000.87	0.00	60.83
450-000-389980-389	APPROPRIATION FROM RETAINED EARNINGS	(16,974.00)	159,212.62	0.00	159,212.62	0.00	0.00
<b>Total Dept 000 - DEFAULT</b>		<b>13,293,627.00</b>	<b>13,469,813.62</b>	<b>13,964,610.48</b>	<b>(494,796.86)</b>	<b>0.00</b>	<b>103.67</b>
<b>TOTAL REVENUES</b>		<b>13,293,627.00</b>	<b>13,469,813.62</b>	<b>13,964,610.48</b>	<b>(494,796.86)</b>	<b>0.00</b>	<b>103.67</b>

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

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GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Expenditures</b>							
<b>Dept 000 - DEFAULT</b>							
450-000-591440-581	ENTERPRISE TRANSFER TO STORMWATER FUND	0.00	0.00	0.00	0.00	0.00	0.00
450-000-999999-000	SYSTEM CLEARING	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 000 - DEFAULT</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 910 - WATER DISTRIBUTION</b>							
450-910-512100-533	SALARIES-REGULAR	591,474.00	591,474.00	609,815.28	(18,341.28)	0.00	103.10
450-910-514000-533	SALARIES-OVERTIME	30,000.00	30,000.00	19,750.71	10,249.29	0.00	65.84
450-910-515100-533	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00
450-910-515200-533	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
450-910-515300-533	SPECIAL PAY-INCENTIVE & EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
450-910-515600-533	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
450-910-515700-533	SPECIAL PAY-CELL PHONE	1,260.00	1,260.00	1,679.86	(419.86)	0.00	133.32
450-910-515800-533	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
450-910-521100-000	BENEFITS-FICA	47,639.00	47,639.00	45,543.23	2,095.77	0.00	95.60
450-910-521200-000	BENEFITS-RETIREMENT	136,873.00	136,873.00	297,090.18	(160,217.18)	0.00	217.06
450-910-521300-000	BENEFITS-GROUP INSURANCE	185,392.00	185,392.00	200,868.11	(15,476.11)	0.00	108.35
450-910-521400-000	BENEFITS-WORKERS COMPENSATION	8,796.00	8,796.00	10,796.64	(2,000.64)	0.00	122.74
450-910-521600-000	BENEFITS-MEDICAL	1,270.00	1,270.00	37.50	1,232.50	0.00	2.95
450-910-531190-533	PROFESSIONAL SERVICES-MISCELLANEOUS	100.00	100.00	0.00	100.00	0.00	0.00
450-910-531210-533	CASUAL & CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
450-910-531290-533	CONTRACTUAL SERVICES	125,000.00	95,464.00	28,159.00	19,305.00	48,000.00	79.78
450-910-532310-533	RENTAL-EQUIPMENT	2,000.00	2,000.00	1,298.00	702.00	0.00	64.90
450-910-532491-533	EDUCATION & REGISTRATION	2,500.00	2,500.00	1,153.68	1,346.32	0.00	46.15
450-910-532542-533	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
450-910-534130-533	REPAIRS-VEHICLE	25,000.00	25,000.00	19,143.17	5,856.83	0.00	76.57
450-910-534441-533	MAINTENANCE-MAINS	58,500.00	58,500.00	45,234.68	9,381.42	3,883.90	83.96
450-910-534444-533	REPAIRS & MAINTENANCE-WATER	0.00	0.00	0.00	0.00	0.00	0.00
450-910-534450-533	MAINTENANCE-STRUCTURES	6,000.00	6,000.00	5,914.47	85.53	0.00	98.57
450-910-534710-533	REPAIRS-ROAD & DRAINAGE	80,000.00	125,500.00	104,069.14	1,998.86	19,432.00	98.41
450-910-535141-533	SUPPLIES-LANDSCAPING	3,000.00	3,000.00	1,006.50	1,993.50	0.00	33.55
450-910-535210-533	SUPPLIES-UNIFORMS	4,200.00	4,200.00	2,881.24	1,318.76	0.00	68.60
450-910-535310-533	SUPPLIES-CHEMICALS	4,000.00	4,000.00	3,595.23	404.77	0.00	89.88
450-910-535311-533	SUPPLIES-LAB	0.00	0.00	0.00	0.00	0.00	0.00
450-910-535351-533	SUPPLIES-WATER METERS & FITTINGS	600,000.00	600,000.00	499,025.90	98,331.45	2,642.65	83.61
450-910-535410-533	SUPPLIES-SAFETY EQUIPMENT	5,000.00	5,000.00	4,227.34	772.66	0.00	84.55
450-910-535420-533	SUPPLIES-MINOR TOOLS	6,500.00	6,500.00	5,045.90	1,454.10	0.00	77.63
450-910-535620-533	SUPPLIES-GAS & OIL	22,000.00	22,000.00	20,929.43	1,070.57	0.00	95.13
450-910-563419-533-01	IMPROVEMENTS-WATER MAIN REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
450-910-563431-533	IMPROVEMENTS-METERS (MONTERRA)	0.00	0.00	0.00	0.00	0.00	0.00
450-910-564300-533	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
450-910-564520-533	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
450-910-564700-533	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
450-910-564710-533	EQUIPMENT & MACHINERY-POWER TOOLS	6,000.00	6,000.00	2,880.00	3,120.00	0.00	48.00
450-910-564720-533	EQUIPMENT & MACHINERY-METERS	0.00	0.00	0.00	0.00	0.00	0.00
450-910-564740-533	EQUIPMENT & MACHINERY-HYDRANTS	8,000.00	8,000.00	318.50	7,681.50	0.00	3.98
450-910-564999-533	CONTRA EXPENSE	0.00	0.00	(2,880.00)	2,880.00	0.00	100.00
<b>Total Dept 910 - WATER DISTRIBUTION</b>		<b>1,960,504.00</b>	<b>1,976,468.00</b>	<b>1,927,583.69</b>	<b>(25,074.24)</b>	<b>73,958.55</b>	<b>101.27</b>
<b>Dept 911 - WATER PLANT</b>							
450-911-512100-533	SALARIES-REGULAR	548,052.00	548,052.00	561,115.90	(13,063.90)	0.00	102.38
450-911-512200-533	SALARIES-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
450-911-514000-533	SALARIES-OVERTIME	30,000.00	30,000.00	37,986.48	(7,986.48)	0.00	126.62
450-911-515100-533	SPECIAL PAY-HOLIDAY	0.00	0.00	0.00	0.00	0.00	0.00
450-911-515200-533	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
450-911-515600-533	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
450-911-515700-533	SPECIAL PAY-CELL PHONE	1,260.00	1,260.00	1,259.96	0.04	0.00	100.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Dept 930 - WASTEWATER TRANSMISSION</b>							
450-930-535210-535	SUPPLIES-UNIFORMS	4,200.00	4,200.00	2,881.67	1,318.33	0.00	68.61
450-930-535310-535	SUPPLIES-CHEMICALS	6,000.00	6,000.00	5,531.50	468.50	0.00	92.19
450-930-535410-535	SUPPLIES-SAFETY EQUIPMENT	4,000.00	4,000.00	3,313.15	686.85	0.00	82.83
450-930-535420-535	SUPPLIES-MINOR TOOLS	5,000.00	5,000.00	213.29	4,786.71	0.00	4.27
450-930-535620-535	SUPPLIES-GAS & OIL	18,000.00	18,000.00	11,727.44	6,272.56	0.00	65.15
450-930-562600-535	BUILDINGS-SHEDS	0.00	0.00	0.00	0.00	0.00	0.00
450-930-564300-535	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
450-930-564520-535	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
450-930-564700-535	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	59,500.00	59,500.00	0.00	0.00	100.00
450-930-564728-535	EQUIPMENT & MACHINERY-SEWER CAMERA	0.00	0.00	0.00	0.00	0.00	0.00
450-930-564999-535	CONTRA EXPENSE	0.00	0.00	(59,500.00)	59,500.00	0.00	100.00
<b>Total Dept 930 - WASTEWATER TRANSMISSION</b>		<b>1,144,303.00</b>	<b>1,247,303.00</b>	<b>1,177,165.21</b>	<b>68,433.07</b>	<b>1,704.72</b>	<b>94.51</b>
<b>Dept 931 - WASTEWATER PLANT</b>							
450-931-512100-535	SALARIES-REGULAR	363,883.00	363,883.00	382,840.38	(18,957.38)	0.00	105.21
450-931-514000-535	SALARIES-OVERTIME	30,000.00	30,000.00	34,360.87	(4,360.87)	0.00	114.54
450-931-515100-535	SPECIAL PAY-HOLIDAY	0.00	0.00	244.54	(244.54)	0.00	100.00
450-931-515200-535	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
450-931-515300-535	SPECIAL PAY-INCENTIVE & EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
450-931-515700-535	SPECIAL PAY-CELL PHONE	420.00	420.00	419.90	0.10	0.00	99.98
450-931-515800-535	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
450-931-521100-000	BENEFITS-FICA	30,164.00	30,164.00	30,867.45	(703.45)	0.00	102.33
450-931-521200-000	BENEFITS-RETIREMENT	71,045.00	71,045.00	178,627.94	(107,582.94)	0.00	251.43
450-931-521300-000	BENEFITS-GROUP INSURANCE	122,944.00	122,944.00	132,142.17	(9,198.17)	0.00	107.48
450-931-521400-000	BENEFITS-WORKERS COMPENSATION	4,275.00	4,275.00	5,621.82	(1,346.82)	0.00	131.50
450-931-521600-000	BENEFITS-MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
450-931-531190-535	PROFESSIONAL SERVICES-MISCELLANEOUS	100.00	100.00	0.00	100.00	0.00	0.00
450-931-531210-535	CASUAL & CONTRACT LABOR	12,000.00	12,100.00	12,060.00	40.00	0.00	99.67
450-931-531240-535	SLUDGE REMOVAL	160,000.00	160,000.00	130,356.00	29,644.00	0.00	81.47
450-931-531245-535	OCEAN DISPOSAL CHARGES	25,000.00	25,000.00	20,181.94	4,818.06	0.00	80.73
450-931-531250-535	TESTING SERVICES	40,000.00	40,000.00	31,941.09	8,058.91	0.00	79.85
450-931-532491-535	EDUCATION & REGISTRATION	3,000.00	3,000.00	363.00	2,637.00	0.00	12.10
450-931-533431-535	UTILITIES-ELECTRICITY	275,000.00	221,854.00	229,861.78	(8,007.78)	0.00	103.61
450-931-534130-535	REPAIRS-VEHICLE	3,000.00	3,000.00	1,928.97	1,071.03	0.00	64.30
450-931-534420-535	MAINTENANCE-ELECTRIC SYSTEMS	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00
450-931-534446-535	MAINTENANCE-INSTRUMENTATION	10,500.00	10,500.00	6,711.04	1,788.96	2,000.00	82.96
450-931-534450-535	MAINTENANCE-STRUCTURES	14,000.00	13,900.00	2,307.06	11,592.94	0.00	16.60
450-931-534460-535	MAINTENANCE-MECHANICAL EQUIPMENT	30,000.00	30,000.00	26,322.13	3,677.87	0.00	87.74
450-931-535141-535	SUPPLIES-LANDSCAPING	0.00	0.00	0.00	0.00	0.00	0.00
450-931-535210-535	SUPPLIES-UNIFORMS	3,000.00	3,000.00	2,391.20	608.80	0.00	79.71
450-931-535310-535	SUPPLIES-CHEMICALS	140,000.00	140,000.00	110,511.71	24,405.39	5,082.90	82.57
450-931-535311-535	SUPPLIES-LAB	2,500.00	2,500.00	344.00	2,156.00	0.00	13.76
450-931-535410-535	SUPPLIES-SAFETY EQUIPMENT	2,500.00	5,300.00	3,869.42	1,430.58	0.00	73.01
450-931-535420-535	SUPPLIES-MINOR TOOLS	2,000.00	2,000.00	324.13	1,675.87	0.00	16.21
450-931-535620-535	SUPPLIES-GAS & OIL	1,200.00	1,200.00	849.66	350.34	0.00	70.81
450-931-564300-535	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
450-931-564520-535	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
450-931-564700-535	EQUIPMENT & MACHINERY-EQUIPMENT	10,000.00	27,700.00	24,450.00	3,250.00	0.00	88.27
450-931-564724-535	EQUIPMENT & MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
450-931-564999-535	CONTRA EXPENSE	0.00	0.00	(24,450.00)	24,450.00	0.00	100.00
450-931-567320-535	ROAD IMPROVEMENTS-LANDSCAPING	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 931 - WASTEWATER PLANT</b>		<b>1,358,531.00</b>	<b>1,325,885.00</b>	<b>1,345,448.20</b>	<b>(26,646.10)</b>	<b>7,082.90</b>	<b>102.01</b>
<b>Dept 940 - CUSTOMER SERVICE</b>							
450-940-512100-536	SALARIES-REGULAR	210,480.00	210,480.00	179,553.80	30,926.20	0.00	85.31
450-940-512200-536	SALARIES-OTHER	42,658.00	42,658.00	46,701.94	(4,043.94)	0.00	109.48
450-940-514000-536	SALARIES-OVERTIME	2,500.00	2,500.00	561.19	1,938.81	0.00	22.45
450-940-515100-536	SPECIAL PAY	0.00	0.00	0.00	0.00	0.00	0.00
450-940-515200-536	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
450-940-515700-536	SPECIAL PAY-CELL PHONE	0.00	0.00	0.00	0.00	0.00	0.00

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
450-940-515800-536	SPECIAL PAY-UNIFORMS	0.00	0.00	(115.00)	115.00	0.00	100.00
450-940-521100-000	BENEFITS-FICA	19,556.00	19,556.00	17,960.13	1,595.87	0.00	91.84
450-940-521200-000	BENEFITS-RETIREMENT	41,024.00	41,024.00	75,522.71	(34,498.71)	0.00	184.09
450-940-521300-000	BENEFITS-GROUP INSURANCE	42,829.00	42,829.00	49,327.55	(6,498.55)	0.00	115.17
450-940-521400-000	BENEFITS-WORKERS COMPENSATION	817.00	817.00	969.11	(152.11)	0.00	118.62
450-940-521600-000	BENEFITS-MEDICAL	0.00	37.50	37.50	0.00	0.00	100.00
450-940-531100-536	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
450-940-531190-536	PROFESSIONAL SERVICES-MISCELLANEOUS	6,000.00	6,000.00	954.27	5,985.00	(939.27)	0.25
450-940-531226-536	FEES-ONLINE	0.00	0.00	0.00	0.00	0.00	0.00
450-940-531227-536	FEES-MERCHANT	0.00	0.00	0.00	0.00	0.00	0.00
450-940-531228-536	FEES-PAYMODE CONCENTRATOR	5,000.00	5,000.00	4,891.70	108.30	0.00	97.83
450-940-531230-536	METER READING	0.00	0.00	0.00	0.00	0.00	0.00
450-940-532401-536	TRAVEL & PER DIEM	0.00	0.00	0.00	0.00	0.00	0.00
450-940-532471-536	PRINTING	10,000.00	10,000.00	8,221.20	1,778.80	0.00	82.21
450-940-532491-536	EDUCATION & REGISTRATION	0.00	0.00	0.00	(939.27)	939.27	0.00
450-940-532542-536	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
450-940-533411-536	UTILITIES-TELEPHONE, INTERNET, CABLE	3,060.00	3,060.00	2,999.26	60.74	0.00	98.02
450-940-534110-536	REPAIRS-EQUIPMENT	200.00	200.00	0.00	200.00	0.00	0.00
450-940-534120-536	REPAIRS-OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
450-940-534130-536	REPAIRS-VEHICLE	1,000.00	1,000.00	375.51	624.49	0.00	37.55
450-940-534410-536	MAINTENANCE-CONTRACTS	7,500.00	7,500.00	7,421.00	79.00	0.00	98.95
450-940-535110-536	SUPPLIES-OFFICE	2,000.00	1,962.50	1,731.06	231.44	0.00	88.21
450-940-535185-536	SUPPLIES-SPECIAL	500.00	500.00	135.26	364.74	0.00	27.05
450-940-535210-536	SUPPLIES-UNIFORMS	500.00	500.00	311.37	188.63	0.00	62.27
450-940-535410-536	SUPPLIES-SAFETY EQUIPMENT	500.00	500.00	300.00	200.00	0.00	60.00
450-940-535420-536	SUPPLIES-MINOR TOOLS	0.00	0.00	0.00	0.00	0.00	0.00
450-940-535620-536	SUPPLIES-GAS & OIL	2,100.00	2,100.00	1,586.41	513.59	0.00	75.54
450-940-536612-536	PROGRAM EXPENSE-UTILITY ASSISTANCE	600.00	600.00	600.00	0.00	0.00	100.00
450-940-564200-536	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
450-940-564300-536	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
450-940-564320-536	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
450-940-564520-536	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
450-940-564700-536	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
450-940-564999-536	CONTRA EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 940 - CUSTOMER SERVICE		398,824.00	398,824.00	400,045.97	(1,221.97)	0.00	100.31
<b>Dept 950 - WATER &amp; WASTEWATER ADMINISTRATION</b>							
450-950-512100-536	SALARIES-REGULAR	508,407.00	508,407.00	513,343.42	(4,936.42)	0.00	100.97
450-950-514000-536	SALARIES-OVERTIME	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
450-950-515100-536	SPECIAL PAY	0.00	0.00	0.00	0.00	0.00	0.00
450-950-515200-536	SPECIAL PAY-LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
450-950-515600-536	SPECIAL PAY-CAR ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
450-950-515700-536	SPECIAL PAY-CELL PHONE	2,520.00	2,520.00	2,520.18	(0.18)	0.00	100.01
450-950-515800-536	SPECIAL PAY-UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
450-950-521100-000	BENEFITS-FICA	39,162.00	39,162.00	37,319.00	1,843.00	0.00	95.29
450-950-521200-000	BENEFITS-RETIREMENT	94,629.00	94,629.00	444,459.43	(349,830.43)	0.00	469.69
450-950-521300-000	BENEFITS-GROUP INSURANCE	123,028.00	123,028.00	126,901.97	(3,873.97)	0.00	103.15
450-950-521301-000	BENEFITS-GROUP INSURANCE (RETIREES)	0.00	0.00	0.00	0.00	0.00	0.00
450-950-521400-000	BENEFITS-WORKERS COMPENSATION	5,757.00	5,757.00	6,954.29	(1,197.29)	0.00	120.80
450-950-521500-000	BENEFITS-UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
450-950-531100-536	PROFESSIONAL SERVICES	50,000.00	142,400.00	142,374.57	25.43	0.00	99.98
450-950-531130-536	PROFESSIONAL SERVICES-ENGINEERING	150,000.00	150,000.00	66,639.51	5,127.00	78,233.49	96.58
450-950-531150-536	PROFESSIONAL SERVICES-LEGAL	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
450-950-531170-536	PROFESSIONAL SERVICES-ACCOUNTING/AUDIT	15,000.00	8,100.00	8,062.50	37.50	0.00	99.54
450-950-531190-536	PROFESSIONAL SERVICES-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
450-950-531230-536	METER READING	0.00	0.00	0.00	0.00	0.00	0.00
450-950-531290-536	CONTRACTUAL SERVICES	157,500.00	156,995.00	66,069.60	90,435.40	490.00	42.40
450-950-531320-536	ADMINISTRATIVE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
450-950-531325-536	FEES-REGULATORY	35,000.00	32,500.00	25,480.61	7,019.39	0.00	78.40
450-950-532310-536	RENTAL-EQUIPMENT	8,000.00	8,000.00	7,738.53	261.47	0.00	96.73



REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
PERIOD ENDING 09/30/2020

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GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL	2019-20	YTD BALANCE		ENCUMBERED	
		BUDGET	AMENDED BUDGET	09/30/2020	UNENCUMBERED		
450-950-532401-536	TRAVEL & PER DIEM	5,000.00	5,000.00	1,149.00	3,851.00	0.00	22.98
450-950-532471-536	PRINTING	600.00	600.00	520.00	80.00	0.00	86.67
450-950-532491-536	EDUCATION & REGISTRATION	1,300.00	1,300.00	65.00	1,235.00	0.00	5.00
450-950-532492-536	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
450-950-532510-536	INSURANCE-LIABILITY	367,471.00	367,471.00	376,055.12	(8,584.12)	0.00	102.34
450-950-532542-536	DUES & MEMBERSHIPS	7,500.00	7,500.00	7,278.13	221.87	0.00	97.04
450-950-533411-536	UTILITIES-TELEPHONE, INTERNET, CABLE	41,532.00	46,032.00	44,860.01	1,171.99	0.00	97.45
450-950-534120-536	REPAIRS-OFFICE EQUIPMENT	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00
450-950-534130-536	REPAIRS-VEHICLE	2,000.00	2,000.00	1,727.64	272.36	0.00	86.38
450-950-534160-536	REPAIRS-BUILDING & PROPERTY	11,000.00	23,600.00	20,343.57	3,256.43	0.00	86.20
450-950-534210-536	MAINTENANCE-COMMUNICATIONS	800.00	800.00	0.00	800.00	0.00	0.00
450-950-534410-536	MAINTENANCE-CONTRACTS	8,200.00	8,200.00	7,969.96	230.04	0.00	97.19
450-950-535110-536	SUPPLIES-OFFICE	9,500.00	9,500.00	5,333.24	4,166.76	0.00	56.14
450-950-535120-536	SUPPLIES-CUSTODIAL	3,000.00	3,000.00	2,985.64	14.36	0.00	99.52
450-950-535160-536	SUPPLIES-DATA PROCESSING	3,200.00	3,200.00	1,357.27	1,842.73	0.00	42.41
450-950-535170-536	POSTAGE	37,000.00	37,000.00	34,661.48	2,338.52	0.00	93.68
450-950-535190-536	SUPPLIES-OTHER	1,000.00	1,000.00	997.79	2.21	0.00	99.78
450-950-535410-536	SUPPLIES-SAFETY EQUIPMENT	500.00	500.00	450.00	50.00	0.00	90.00
450-950-535620-536	SUPPLIES-GAS & OIL	2,800.00	2,800.00	1,874.22	925.78	0.00	66.94
450-950-536400-536	HURRICANE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
450-950-536401-536	MUTUAL AID EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
450-950-536402-536	COVID 19	0.00	0.00	0.00	(1,265.45)	1,265.45	0.00
450-950-536611-536	PROGRAM EXPENSE-WATER CONSERVATION	25,000.00	25,000.00	24,705.94	294.06	0.00	98.82
450-950-536613-536	PROGRAM EXPENSE-EQUIPMENT REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
450-950-536800-536	FIXED ASSETS-LOSS & DISPOSITION	0.00	0.00	0.00	0.00	0.00	0.00
450-950-539100-519	DONATIONS	0.00	2,500.00	2,500.00	0.00	0.00	100.00
450-950-539200-536	DEPRECIATION	0.00	0.00	527,727.99	(527,727.99)	0.00	100.00
450-950-539400-536	BAD DEBT	0.00	0.00	8,075.60	(8,075.60)	0.00	100.00
450-950-549100-536	FINANCE COSTS	0.00	0.00	0.00	0.00	0.00	0.00
450-950-564200-536	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
450-950-564300-536	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
450-950-564320-536	EQUIPMENT & MACHINERY-SOFTWARE PROGRA	0.00	0.00	0.00	0.00	0.00	0.00
450-950-564520-536	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
450-950-564700-536	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
450-950-564999-536	CONTRA EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
450-950-566000-536	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
450-950-571200-536	DEBT SERVICE PRINCIPAL-REVENUE BOND	0.00	0.00	0.00	0.00	0.00	0.00
450-950-571850-536	DEBT SERVICE PRINCIPAL-DEEP WELL (01)	0.00	0.00	0.00	0.00	0.00	0.00
450-950-571891-536	DEBT SERVICE PRINCIPAL-W & S PROJ (05)	0.00	0.00	0.00	0.00	0.00	0.00
450-950-572200-536	DEBT SERVICE INTEREST-REVENUE BOND	0.00	0.00	0.00	0.00	0.00	0.00
450-950-572850-536	DEBT SERVICE INTEREST-DEEP WELL (01)	0.00	0.00	0.00	0.00	0.00	0.00
450-950-572891-536	DEBT SERVICE INTEREST-W & S PROJ (05)	0.00	0.00	0.00	0.00	0.00	0.00
450-950-573200-536	AGENT FEE-REVENUE BOND	0.00	0.00	0.00	0.00	0.00	0.00
450-950-591001-536	ENTERPRISE TRANSFER TO GENERAL	0.00	788,219.00	788,219.00	0.00	0.00	100.00
450-950-591001-581	ENTERPRISE TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
450-950-591103-581	ENTERPRISE TRANSFER TO ROAD & BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
450-950-591200-536	ENTERPRISE TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
450-950-591300-536	ENTERPRISE TRANSFER TO CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
450-950-591300-581	ENTERPRISE TRANSFER TO CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
450-950-591440-581	ENTERPRISE TRANSFER TO STORMWATER FUND	0.00	0.00	0.00	0.00	0.00	0.00
450-950-591452-536	ENTERPRISE TRANSFER TO R & R	0.00	0.00	0.00	0.00	0.00	0.00
450-950-591452-581	ENTERPRISE TRANSFER TO R & R	0.00	0.00	0.00	0.00	0.00	0.00
450-950-591453-536	ENTERPRISE TRANSFER TO CAPITAL IMPROVMNT	4,623,000.00	3,924,827.00	4,623,000.00	(698,173.00)	0.00	117.79
450-950-591453-581	ENTERPRISE TRANSFER TO CAPITAL IMPROVMNT	0.00	0.00	0.00	0.00	0.00	0.00
450-950-599000-536	CONTINGENCY	250,000.00	0.00	0.00	0.00	0.00	0.00
Total Dept 950 - WATER & WASTEWATER ADMINISTRATION		6,596,906.00	6,539,047.00	7,929,720.21	(1,470,662.15)	79,988.94	122.49
TOTAL EXPENDITURES		13,293,627.00	13,469,813.62	14,776,401.88	(1,533,004.78)	226,416.52	111.38

Fund 450 - WATER & SEWER UTILITY FUND:

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
TOTAL REVENUES		13,293,627.00	13,469,813.62	13,964,610.48	(494,796.86)	0.00	103.67
TOTAL EXPENDITURES		93,055,389.00	13,469,813.62	14,776,401.88	(1,533,004.78)	226,416.52	111.38
NET OF REVENUES & EXPENDITURES		(79,761,762.00)	0.00	(811,791.40)	1,038,207.92	(226,416.52)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 452 - RENEWAL & REPLACEMENT							
Revenues							
Dept 000 - DEFAULT							
452-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00
452-000-381452-381	INTER-FUND GROUP TRSF IN-R & R	0.00	0.00	0.00	0.00	0.00	0.00
452-000-382450-382	CONTRIBUTION FROM WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
452-000-389100-389	PROPRIETARY-INTEREST	0.00	0.00	2,813.03	(2,813.03)	0.00	100.00
452-000-389980-389	APPROPRIATION FROM RETAINED EARNINGS	0.00	145,096.80	0.00	145,096.80	0.00	0.00
Total Dept 000 - DEFAULT		0.00	145,096.80	2,813.03	142,283.77	0.00	1.94
TOTAL REVENUES		0.00	145,096.80	2,813.03	142,283.77	0.00	1.94

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
<b>Expenditures</b>							
Dept 000 - DEFAULT							
452-000-539200-536	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - DEFAULT		0.00	0.00	0.00	0.00	0.00	0.00
Dept 950 - WATER & WASTEWATER ADMINISTRATION							
452-950-531130-536	PROFESSIONAL SERVICES-ENGINEERING	0.00	145,096.80	14,136.24	0.00	130,960.56	100.00
452-950-534444-536	REPAIRS & MAINTENANCE-WATER	0.00	0.00	0.00	(0.48)	0.48	0.00
452-950-534445-536	REPAIRS & MAINTENANCE-SEWER	0.00	0.00	0.00	0.00	0.00	0.00
452-950-564730-536	EQUIPMENT & MACHINERY-GENERATOR	0.00	0.00	0.00	0.00	0.00	0.00
452-950-564999-536	CONTRA EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
452-950-591450-536	ENTERPRISE TRANSFER TO WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
452-950-593453-581	TRANSFER TO WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 950 - WATER & WASTEWATER ADMINISTRATION		0.00	145,096.80	14,136.24	(0.48)	130,961.04	100.00
TOTAL EXPENDITURES		0.00	145,096.80	14,136.24	(0.48)	130,961.04	100.00
Fund 452 - RENEWAL & REPLACEMENT:							
TOTAL REVENUES		0.00	145,096.80	2,813.03	142,283.77	0.00	1.94
TOTAL EXPENDITURES		0.00	145,096.80	14,136.24	(0.48)	130,961.04	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(11,323.21)	142,284.25	(130,961.04)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 453 - CAPITAL IMPROVEMENT							
Revenues							
Dept 000 - DEFAULT							
453-000-324210-324	IMPACT FEES-RESIDENT-PHYS ENV(CIAC)	25,000.00	25,000.00	28,952.00	(3,952.00)	0.00	115.81
453-000-334311-334	STATE GRANT-EMPA COMPETITIVE	0.00	0.00	0.00	0.00	0.00	0.00
453-000-334312-334	STATE GRANT-DEP	0.00	0.00	0.00	0.00	0.00	0.00
453-000-337310-337	GRANT-SFWMD WATER DISTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00
453-000-364000-364	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
453-000-366700-366	CONTRIBUTION-DEVELOPERS & OTHERS	0.00	0.00	7,865.30	(7,865.30)	0.00	100.00
453-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER	4,623,000.00	3,924,827.00	4,623,000.00	(698,173.00)	0.00	117.79
453-000-381452-381	INTER-FUND GROUP TRSF IN-R & R	0.00	0.00	0.00	0.00	0.00	0.00
453-000-382450-382	CONTRIBUTION FROM WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
453-000-384000-384	DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
453-000-389100-389	PROPRIETARY-INTEREST	2,000.00	43,264.00	44,746.21	(1,482.21)	0.00	103.43
453-000-389980-389	APPROPRIATION FROM RETAINED EARNINGS	0.00	1,130,136.44	0.00	1,130,136.44	0.00	0.00
Total Dept 000 - DEFAULT		4,650,000.00	5,123,227.44	4,704,563.51	418,663.93	0.00	91.83
TOTAL REVENUES		4,650,000.00	5,123,227.44	4,704,563.51	418,663.93	0.00	91.83

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Expenditures							
Dept 910 - WATER DISTRIBUTION							
453-910-531130-533	PROFESSIONAL SERVICES-ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
453-910-534710-533-1	MILL & RESURFACE TIMBERLAKE ST	0.00	0.00	0.00	0.00	0.00	0.00
453-910-534710-533-1	REPAIRS-ROAD & DRAINAGE	0.00	0.00	0.00	0.00	0.00	0.00
453-910-536900-533	PRIOR YEAR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563130-533-1	DEMOLISH EAST PLANT TNK/PUMP STATION	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563310-533-1	IMPROVEMENTS-PARKS	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563419-533	IMPROVEMENTS-WATER MAIN REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563421-533-0	IMPROVEMENTS-WATER MAIN EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563422-533	IMPROVEMENTS-WATER DISTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563423-533	IMPROVEMENTS-CHLORINE SYSTEM PHASE 1	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563426-533	IMPROVEMENTS-ROYAL PALM	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563430-533	IMPROVEMENTS-FIELD CREW BUILDING	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563431-533	IMPROVEMENTS-METERS (MONTERRA)	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563432-533	IMPROVEMENTS-PUMP STATION WATER TANK	0.00	0.00	0.00	0.00	0.00	0.00
453-910-563610-533-1	SERVICE LINES REPLACEMENT FLAMINGO TOWNH	0.00	0.00	0.00	0.00	0.00	0.00
453-910-564720-533	EQUIPMENT & MACHINERY-METERS	0.00	0.00	0.00	0.00	0.00	0.00
453-910-564999-533	CONTRA EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 910 - WATER DISTRIBUTION		0.00	0.00	0.00	0.00	0.00	0.00
Dept 911 - WATER PLANT							
453-911-563420-533	IMPROVEMENTS-MEMBRANE SOFT'G WTP-PHASE	0.00	0.00	0.00	0.00	0.00	0.00
453-911-563421-533	IMPROVEMENTS-WATER MAIN EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
453-911-563422-533	IMPROVEMENTS-WATER DISTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00
453-911-563423-533	IMPROVEMENTS-CHLORINE SYSTEM PHASE 1	1,400,000.00	1,063,632.00	950,361.24	(0.09)	113,270.85	100.00
453-911-563427-533	IMPROVEMENTS-WATER STORAGE TANK	0.00	0.00	0.00	0.00	0.00	0.00
453-911-563428-533	IMPROVEMENTS-FUEL STORAGE TANK	0.00	0.00	0.00	0.00	0.00	0.00
453-911-563432-533	IMPROVEMENTS-PUMP STATION WATER TANK	0.00	0.00	0.00	0.00	0.00	0.00
453-911-563434-533-1	IMPROVEMENTS-CHEMICAL STORAGE TANK	0.00	0.00	0.00	0.00	0.00	0.00
453-911-563513-533	IMPROVEMENTS-WATER PLANT (MECHANICAL)	0.00	0.00	0.00	0.00	0.00	0.00
453-911-564320-533-1	PLC & SCADA SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00
453-911-564320-533-1	CONTROL SOFTWARE	0.00	129,081.19	0.00	129,081.19	0.00	0.00
453-911-564700-533-1	EQUIPMENT & MACHINERY-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
453-911-564999-533	CONTRA EXPENSE	0.00	0.00	(950,362.00)	950,362.00	0.00	100.00
453-911-566000-533	BUILDING IMPROVEMENTS-BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
453-911-566400-533	BUILDING IMPROVEMENTS-REROOF FACILITIES	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 911 - WATER PLANT		1,400,000.00	1,192,713.19	(0.76)	1,079,443.10	113,270.85	9.50
Dept 930 - WASTEWATER TRANSMISSION							
453-930-561000-535-1	SEPTIC TANK PARCELS (90TH AVE)	0.00	0.00	0.00	0.00	0.00	0.00
453-930-563150-535	IMPROVEMENTS-LIFT STATIONS	450,000.00	708,786.50	38,856.25	232,195.50	437,734.75	67.24
453-930-563422-535	IMPROVEMENTS-WATER DISTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00
453-930-563425-535	IMPROVEMENTS-SUNRISE INTERCONNECT	0.00	0.00	0.00	0.00	0.00	0.00
453-930-563432-533	IMPROVEMENTS-PUMP STATION WATER TANK	0.00	0.00	0.00	0.00	0.00	0.00
453-930-563432-535-1	IMPROVEMENTS -PUMP WATER STATION	0.00	0.00	0.00	0.00	0.00	0.00
453-930-563610-535	IMPROVEMENTS-WASTEWATER COLLECTION	300,000.00	378,102.75	340,620.25	37,482.50	0.00	90.09
453-930-564320-535	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
453-930-564999-535	CONTRA EXPENSE	0.00	0.00	(379,476.00)	379,476.00	0.00	100.00
Total Dept 930 - WASTEWATER TRANSMISSION		750,000.00	1,086,889.25	0.50	649,154.00	437,734.75	40.27
Dept 931 - WASTEWATER PLANT							
453-931-563410-535	IMPROVEMENTS-DEEP WELL	2,500,000.00	2,843,625.00	0.00	0.00	2,843,625.00	100.00
453-931-563610-535	IMPROVEMENTS-WASTEWATER COLLECTION	0.00	0.00	0.00	0.00	0.00	0.00
453-931-563611-535	IMPROVEMENTS-INFLUENT METER	0.00	0.00	0.00	0.00	0.00	0.00
453-931-564726-535-0	EQUIPMENT & MACHINERY-EFLUENT POND LINEF	0.00	0.00	0.00	0.00	0.00	0.00
453-931-564999-535	CONTRA EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 931 - WASTEWATER PLANT		2,500,000.00	2,843,625.00	0.00	0.00	2,843,625.00	100.00

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		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Dept 940 - CUSTOMER SERVICE							
453-940-564320-533	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
453-940-564999-533	CONTRA EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 940 - CUSTOMER SERVICE		0.00	0.00	0.00	0.00	0.00	0.00
Dept 950 - WATER & WASTEWATER ADMINISTRATION							
453-950-531130-536	PROFESSIONAL SERVICES-ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
453-950-539200-536	DEPRECIATION	0.00	0.00	2,705,157.90	(2,705,157.90)	0.00	100.00
453-950-562100-536-1	STORAGE BUILDING	0.00	0.00	0.00	0.00	0.00	0.00
453-950-562400-536	BUILDINGS-TENNIS PAVILION	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563190-536-1	IMPROVEMENTS-GENERAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563340-536-1	IMPROVEMENTS-PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563424-536	IMPROVEMENTS-SECURITY	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563433-536	IMPROVEMENTS-WATER/WASTEWATER MASTER	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563511-536	IMPROVEMENTS-RAW WATER PRODUCTION WEL	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563512-536	IMPROVEMENTS-MEMBRANE SYSTEM PREPURCH	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563513-536	IMPROVEMENTS-WATER PLANT (MECHANICAL)	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563514-536	IMPROVEMENTS-WATER PLANT (ELECTRICAL)	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563515-536	IMPROVEMENTS-WTPE (MISC INSTRUMENTATIOI	0.00	0.00	0.00	0.00	0.00	0.00
453-950-563610-536	IMPROVEMENTS-WASTEWATER COLLECTION	0.00	0.00	0.00	0.00	0.00	0.00
453-950-564300-536	EQUIPMENT & MACHINERY-COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
453-950-564320-536	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
453-950-564520-536	EQUIPMENT & MACHINERY-TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
453-950-564999-536	CONTRA EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
453-950-566900-536	BUILDING IMPROVEMENTS-OTHER	0.00	0.00	0.00	0.00	0.00	0.00
453-950-581001-581	INTERFUND TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00
453-950-590100-950	REFUND PRIOR YEAR CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00
453-950-591450-536	ENTERPRISE TRANSFER TO WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
453-950-591450-581	ENTERPRISE TRANSFER TO WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
453-950-593453-581	TRANSFER TO WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00
453-950-599000-536	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 950 - WATER & WASTEWATER ADMINISTRATION		0.00	0.00	2,705,157.90	(2,705,157.90)	0.00	100.00
TOTAL EXPENDITURES		4,650,000.00	5,123,227.44	2,705,157.64	(976,560.80)	3,394,630.60	119.06

REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
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Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
Fund 453 - CAPITAL IMPROVEMENT:							
TOTAL REVENUES		4,650,000.00	5,123,227.44	4,704,563.51	418,663.93	0.00	91.83
TOTAL EXPENDITURES		27,900,000.00	5,123,227.44	2,705,157.64	(976,560.80)	3,394,630.60	119.06
NET OF REVENUES & EXPENDITURES		(23,250,000.00)	0.00	1,999,405.87	1,395,224.73	(3,394,630.60)	100.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY  
 PERIOD ENDING 09/30/2020

Meeting Date: 07/27/2021 Item #3.

GL NUMBER	DESCRIPTION	2019-20		ACTUAL			% BDGT USED
		ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2020	UNENCUMBERED BALANCE	ENCUMBERED YEAR-TO-DATE	
TOTAL REVENUES - ALL FUNDS		95,276,595.00	62,203,276.42	64,036,681.30	(1,833,404.88)	0.00	102.95
TOTAL EXPENDITURES - ALL FUNDS		974,801,478.80	62,203,276.42	59,463,209.91	(1,043,625.01)	3,783,691.52	101.68
NET OF REVENUES & EXPENDITURES		(879,524,883.80)	0.00	4,573,471.39	(789,779.87)	(3,783,691.52)	100.00

07/23/2021

BUDGET REPORT FOR CITY OF COOPER CITY  
Calculations as of TODAY

GL NUMBER	DESCRIPTION	2019-20 ACTIVITY ACTUAL	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 09/30/21	2020-21 PROJECTED ACTIVITY	2021-22 DEPT REQUESTED BUDGET
001-000-311001-311	AD VALOREM TAXES	20,227,889	19,356,929	19,368,234	19,356,929	20,216,357
001-000-311002-311	AD VALOREM TAXES-DELINQUENT	925	7,000	750	925	7,000
001-000-311003-311	AD VALOREM TAXES-INTEREST & PENALTY	16,163	15,000	3,438	6,255	15,000
001-000-312510-312	STATE CONTRIBUTION-FIRE	208,155	200,485	2,963	200,485	201,934
001-000-312520-312	STATE CONTRIBUTION-POLICE	342,773	292,668		292,668	291,663
001-000-314100-314	UTILITY SERVICE TAX-ELECTRICITY	2,503,127	2,383,000	1,780,844	2,383,000	2,600,000
001-000-314201-314	UTILITY SERVICE TAX-TELECOMMUNICATIONS					
001-000-314900-314	UTILITY SERVICE TAX-OTHER	53,680	53,350	44,843	53,350	53,350
001-000-315000-315	COMMUNICATION SERVICE TAXES	825,606	791,381	609,030	791,381	791,381
001-000-316000-316	OTHER TAXES-LOCAL BUSINESS(LBTR)	417,894	490,000	396,281	490,000	490,000
001-000-319100-319	PUBLIC SERVICE FEES					
001-000-322001-322	BUILDING PERMITS-STRUCTURAL	(384)				
001-000-322002-322	BUILDING PERMITS-ELECTRIC					
001-000-322004-322	BUILDING PERMITS-MECHANICAL					
001-000-322006-322	BUILDING PERMITS-TECHNOLOGY FEE					
001-000-322008-322	BUILDING PERMITS-DARLINGTON/MONTERRA					
001-000-323100-323	FRANCHISE FEE-ELECTRICITY	1,799,023	1,833,000	1,112,971	1,823,000	1,833,000
001-000-323202-323	FRANCHISE FEE-T MOBILE	72,318	74,664	65,857	73,094	75,000
001-000-323203-323	FRANCHISE FEE-SPECTRASITE	52,115	57,632	44,112	56,878	58,000
001-000-323205-323	FRANCHISE FEE-NEXTEL	56,930	61,543	48,848	60,689	61,543
001-000-323206-323	FRANCHISE FEE-CROWN CASTLE	140,349	148,179	139,103	140,349	142,000
001-000-323700-323	FRANCHISE FEE-SOLID WASTE	535,652	515,000	398,476	537,814	535,000
001-000-323900-323	FRANCHISE FEE-RECYCLING	46,990	46,517	40,241	48,136	138,767
001-000-323901-323	FRANCHISE FEE-TOWING	39,594	45,500	37,917	45,499	45,500
001-000-329001-329	OTHER-CONTRACTOR'S FILING FEE					
001-000-329002-329	FEES-SIDEWALK INSPECTION		47,000		35,000	
001-000-331200-331	FEDERAL GRANT-UNIVERSAL HIRING PROGRAM					
001-000-331201-331	FEDERAL GRANT-COPS MORE					
001-000-331202-331	FEDERAL GRANT-LLEBG					
001-000-331203-331	FEDERAL GRANT-COPS FOR SCHOOL					
001-000-331204-331	FEDERAL GRANT-CDBG		20,000	15,673	20,000	18,000
001-000-331205-331	FEDERAL GRANT-BULLET PROOF VEST					
001-000-331206-331	FEDERAL GRANT-LIBERTY SHIELD					
001-000-331400-331	FEDERAL GRANT-PERKINS					
001-000-331501-331	FEDERAL GRANT-FEMA	3,139,829				
001-000-334100-334	STATE GRANT - FEMA	179,641				
001-000-334200-334	STATE GRANT-HEALTHY SNACK PROGRAM					
001-000-334201-334	STATE GRANT-COMMUNITY POLICING					
001-000-334202-334	STATE GRANT - FDACS					
001-000-334340-334	STATE GRANT-RECYCLING					
001-000-334491-334	STATE GRANT-FDOT					
001-000-334702-334	STATE GRANT-CERT					
001-000-335120-335	STATE REVENUE SHARING	860,135	860,097	596,141	861,092	860,097
001-000-335150-335	STATE SHARED-BEVERAGE LICENSE TAX	12,896	8,500	7,403	8,500	8,500
001-000-335180-335	STATE SHARED-SALES TAX	2,070,215	2,211,781	1,564,096	2,236,078	2,278,792
001-000-335200-335	STATE SHARED-FIREFIGHTERS SUPPLEMENT					
001-000-335300-335	STATE SHARED-FUEL REFUND TAX	7,407	7,500	3,395	7,407	7,500
001-000-335491-335	STATE SHARED-STREET LIGHT MTCE(FDOT)	75,753	75,752		75,752	75,730
001-000-335492-335	STATE SHARED-EMS TRANSPORT PROGRAM	112,756		24,438		
001-000-337490-337	GRANT-BROWARD RECYCLING					
001-000-337491-337	GRANT-BROWARD BEAUTY					
001-000-337492-337	GRANT-CEOP					
001-000-337900-337	GRANT-COMM FOUNDATION OF BROWARD					
001-000-337910-337	GRANT- CARES			1,391,437	931,328	
001-000-338001-338	COUNTY-OCCUPATIONAL LICENSE	25,663	30,000	20,718	30,000	30,000
001-000-338002-338	COUNTY-TRANSIT					
001-000-338003-338	COUNTY-RECYCLING & SALVAGE			76,672	88,880	
001-000-338007-338	RES REC BOND SAVING					
001-000-341901-341	FEES-ELECTION FILING	1,808		51		
001-000-341902-341	FEES-PASSPORT PROCESSING	67,590	157,500	97,902	114,046	157,500
001-000-341903-341	FEES-MERCHANT					
001-000-342100-342	PUBLIC SAFETY-SCHOOL RESOURCE OFFICER	273,000	286,000	300,000	286,000	286,000
001-000-342110-342	PUBLIC SAFETY-STRIKE FORCE OVERTIME					
001-000-342120-342	SRO - RENAISSANCE		157,311	117,983	157,311	157,311

001-000-342200-342	PUBLIC SAFETY-FIRE PROTECTION SERVICE					
001-000-342500-342	PUBLIC SAFETY-FIRE INSPECTIONS	167,241	180,000	181,585	250,657	180,000
001-000-342502-342	PUBLIC SAFETY-FACILITY LEASE	356,520	374,453			
001-000-342602-342	PUBLIC SAFETY-FIRE ASSESSMENT FEE	2,806,406	3,726,075	3,742,492	3,726,075	3,726,075
001-000-342603-342	PUBLIC SAFETY-EMS TRANSPORT	574,727	600,000	385,575	600,000	600,000
001-000-342900-342	PUBLIC SAFETY-TRAINING CERTIFICATION	500	2,000	830	500	
001-000-342901-342	PUBLIC SAFETY-POLICE DEPARTMENT REVENUES		1,500			
001-000-342902-342	PUBLIC SAFETY-EMERGENCY ORDER VIOLAT	8,000	24,000	40,000	40,000	
001-000-343901-343	SERVICE CHARGE-MISCELLANEOUS	640				
001-000-347200-347	REC-CAMPS & ENRICHMENT PROGRAMS (N	60,161	275,000	83,127	75,000	265,000
001-000-347201-347	REC-AQUATIC PROGRAMS (NONTAX)	57,599	101,842	61,983	32,131	100,000
001-000-347202-347	REC-IN HOUSE RECREATION PROGRAMS(NO	33,683	57,750	4,520	3,636	45,000
001-000-347203-347	REC-FITNESS MEMBRSHIP & DAILY USE (TAX)	32,798	46,292	28,367	21,806	500,000
001-000-347204-347	REC-CONTRACTUAL PROGRAMS (NONTAX)	33,980	60,500	12,690	27,800	40,000
001-000-347205-347	REC-ANNUAL/SPECIAL EVENTS(NONTAX)	22,135	27,500	3,929	3,000	25,000
001-000-347206-347	REC-ANNUAL/SPECIAL EVENTS(TAXABLE)	3,702	6,875	2,064	2,000	6,000
001-000-347207-347	REC-POOL USAGE (TAXABLE)	3,403	8,250	4,223	3,000	7,500
001-000-347208-347	REC- FACILITY DAILY USAGE (TAXABLE)	4,172	2,750	4,798	5,000	3,000
001-000-347209-347	REC-SPONSORSHIPS (NON-TAX)		15,583		3,000	12,500
001-000-347500-347	REC-RENTALS(TAXABLE)	20,062	36,667	15,915	5,000	30,000
001-000-347501-347	REC-RENTALS(NONTAX)	2,102	917	500	500	1,000
001-000-347502-347	REC-PUBLIC SAFETY FACILITY LEASE					
001-000-347503-347	OPTIMIST REVENUE	8,880	26,250	21,420	20,000	25,000
001-000-349003-349	FEES-ENGINEER INSPECTION					
001-000-349004-349	FEES-PLAN REVIEW			417	417	
001-000-349901-349	FEES-LAND DEVELOPMENT	68,370	50,000	59,244	50,000	50,000
001-000-351100-351	JUDGEMENTS & FINES-COUNTY COURT CRIM	40,271	65,000	15,408	12,642	50,000
001-000-354001-354	FINES & FORFEITURES-LOCAL	56,774	105,000	60,004	33,559	50,000
001-000-361100-361	INTEREST-INCOME	136,425	100,000	(5,908)	25,000	100,000
001-000-364000-364	SALE OF FIXED ASSETS		15,000	64,705	61,330	15,000
001-000-366000-366	DONATIONS	11,805				
001-000-366100-366	DONATIONS - RELAY/COLOR RUN	1,330	5,000	202	41	
001-000-369900-369	OTHER MISCELLANEOUS REVENUES	24,177	12,000	11,915	12,000	12,000
001-000-369901-369	REFUND PRIOR YEAR EXPENSE	(1,715)				
001-000-369902-369	LIEN INQUIRIES	40,750	40,000	39,975	49,650	50,000
001-000-369903-369	CASH OVERRAGES/SHORTAGES					
001-000-369904-369	VENDING MACHINE COMMISSION	439	1,000	5,014	2,000	7,000
001-000-369906-369	BMS REVENUE	17,000	17,000	17,000	17,000	17,000
001-000-369907-369	INSURANCE REIMBURSEMENT	15,937	45,000	14,261	13,360	20,000
001-000-369908-369	MISCELLANEOUS INCOME- ABANDONED PRI	5,876	8,000	4,152	2,804	8,000
001-000-369909-369	WASTE MGMT ADMIN FEE	50,000	50,000	118,497	50,000	50,000
001-000-369910-369	OTHER FINANCING SOURCE - LINE OF CREDIT					
001-000-381002-381	INTER-FUND GROUP TRSF IN-BUILDING	275,000	307,213	256,011	307,213	307,213
001-000-381103-381	INTER-FUND GROUP TRSF IN-ROAD & BRIDGE					
001-000-381200-381	INTER-FUND GROUP TRSF IN-DEBT SVC	126,294				
001-000-381400-381	INTER-FUND GROUP TRSF IN-PARKING LOT	53,940	57,059	47,549	57,059	57,059
001-000-381440-381	INTER-FUND GROUP TRSF IN-STORM WATER		20,593	17,161	20,593	20,593
001-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWEF	788,219	1,574,675	1,312,229	1,574,675	1,574,675
001-000-381600-381	INTER-FUND GROUP TRSF IN-CONF PROPERTY					
001-000-382400-382	CONTRIBUTION FROM PARKING LOT					
001-000-382440-382	CONTRIBUTION FROM STORM WATER					
001-000-382450-382	CONTRIBUTION FROM WATER & SEWER					
001-000-382453-382	CONTRIBUTION FROM CAPITAL IMPROVEMENTS		12,300	10,250	12,300	
001-000-386980-386	APPROPRIATION FROM FUND BALANCE		606,409			
001-100-512100-511	SALARIES-REGULAR	131,517	131,122	86,323	110,177	138,065
001-100-514000-511	SALARIES-OVERTIME					
001-100-515100-511	SPECIAL PAY - CITY COMMISSION					
001-100-515200-511	SPECIAL PAY-LONGEVITY					
001-100-515700-511	SPECIAL PAY-CELL PHONE	5,040	4,440	2,332	3,240	2,400
001-100-515800-511	SPECIAL PAY-UNIFORMS					
001-100-521100-000	BENEFITS-FICA	10,823	9,482	6,657	4,784	10,561
001-100-521101-000	BENEFITS-FICA (RETIREEES)					
001-100-521200-000	BENEFITS-RETIREMENT	22,559	22,116	7,321	4,988	8,185
001-100-521300-000	BENEFITS-GROUP INSURANCE	83,019	85,539	44,135	45,501	73,048
001-100-521301-000	BENEFITS-GROUP INSURANCE (RETIREEES)					
001-100-521400-000	BENEFITS-WORKERS COMPENSATION	118	99	53	175	
001-100-531100-511	PROFESSIONAL SERVICES					75,000
001-100-532401-511		3,688	4,375	536	2,824	15,000
001-100-532402-511	TRAVEL-LOCAL		500	26		500
001-100-532404-511	TRAVEL-TALLAHASSEE & ORLANDO					
001-100-532481-511	PUBLIC RELATIONS	682	1,400	1,303	1,400	1,500
001-100-532483-511	COMMISSIONER SHROUDER					

001-100-532491-511	EDUCATION & REGISTRATION	895	2,400	175	500	2,400
001-100-532492-511	ADVERTISING					
001-100-532541-511	BOOKS & PUBLICATIONS					
001-100-532542-511	DUES & MEMBERSHIPS	16,008	20,950	12,535	20,950	20,950
001-100-533411-511	UTILITIES-TELEPHONE, INTERNET, CABLE	2,498				
001-100-534410-511	MAINTENANCE-CONTRACTS	669	450	329	450	450
001-100-535110-511	SUPPLIES-OFFICE	634	2,500	2,448	4,125	2,750
001-100-535210-511	SUPPLIES-UNIFORMS	70	1,000	865	1,000	1,000
001-100-564100-511	EQUIPMENT & MACHINERY –FURNITURE & EQUIP		1,625	1,625		
001-100-564300-511	EQUIPMENT & MACHINERY-COMPUTERS					
001-110-512100-512	SALARIES-REGULAR	262,481	298,717	219,602	267,907	334,825
001-110-514000-512	SALARIES-OVERTIME	327	750	142	250	750
001-110-515100-512	SPECIAL PAY - ADMINISTRATION					
001-110-515600-512	SPECIAL PAY-CAR ALLOWANCE	4,431	7,200	5,815	7,200	7,200
001-110-515700-512	SPECIAL PAY-CELL PHONE	840	840	711	840	1,680
001-110-515800-512	SPECIAL PAY-UNIFORMS					
001-110-521100-000	BENEFITS-FICA	20,611	18,281	13,953	15,675	25,614
001-110-521200-000	BENEFITS-RETIREMENT	54,513	29,533	22,709	23,972	13,341
001-110-521300-000	BENEFITS-GROUP INSURANCE	55,859	54,586	45,720	62,421	77,250
001-110-521301-000	BENEFITS-GROUP INSURANCE (RETIREEES)					
001-110-521400-000	BENEFITS-WORKERS COMPENSATION	236	245	183	276	245
001-110-521600-000	BENEFITS-MEDICAL	146				
001-110-531100-512	PROFESSIONAL SERVICES		50,000	17,206	50,000	50,000
001-110-531190-512	PROFESSIONAL SERVICES-MISCELLANEOUS	19	100		100	100
001-110-532401-512	TRAVEL & PER DIEM	8	260		2,060	2,060
001-110-532481-512	PUBLIC RELATIONS	5,093	7,013	5,532	5,213	7,716
001-110-532491-512	EDUCATION & REGISTRATION	460	1,150		1,150	1,150
001-110-532492-512	ADVERTISING					
001-110-532541-512	BOOKS & PUBLICATIONS		260		260	260
001-110-532542-512	DUES & MEMBERSHIPS	200	3,200	1,695	3,200	3,600
001-110-533411-512	UTILITIES-TELEPHONE, INTERNET, CABLE	5,088				
001-110-534110-512	REPAIRS-EQUIPMENT					
001-110-534410-512	MAINTENANCE-CONTRACTS	669	450	928	450	450
001-110-535110-512	SUPPLIES-OFFICE	696	1,450	1,088	1,450	1,500
001-110-535160-512	SUPPLIES-DATA PROCESSING					
001-110-535170-512	POSTAGE	8,809	11,713	11,546	11,613	12,012
001-110-535210-512	SUPPLIES-UNIFORMS	219	150	(20)	150	500
001-110-564200-512	EQUIPMENT & MACHINERY-FURNITURE & EQUIP					
001-110-564300-512	EQUIPMENT & MACHINERY-COMPUTERS	2,446	1,200		1,200	
001-110-564400-512	EQUIPMENT & MACHINERY-VEHICLES					
001-110-564400-513	EQUIPMENT & MACHINERY-VEHICLES					
001-120-512100-510	SALARIES-REGULAR	384,140	382,422	310,553	364,884	401,855
001-120-514000-510	SALARIES-OVERTIME	198	1,035	1,829	1,035	1,035
001-120-515100-510	SPECIAL PAY					
001-120-515200-510	SPECIAL PAY-LONGEVITY					
001-120-515600-510	SPECIAL PAY-CAR ALLOWANCE					
001-120-515700-510	SPECIAL PAY-CELL PHONE	840	840	743	840	840
001-120-515800-510	SPECIAL PAY-UNIFORMS					300
001-120-521100-000	BENEFITS-FICA	28,687	28,937	21,958	27,294	30,741
001-120-521200-000	BENEFITS-RETIREMENT	62,570	63,558	51,737	64,384	67,910
001-120-521300-000	BENEFITS-GROUP INSURANCE	106,353	105,023	79,267	101,038	94,932
001-120-521400-000	BENEFITS-WORKERS COMPENSATION	366	314	263	383	366
001-120-521600-000	BENEFITS-MEDICAL					
001-120-531100-510	PROFESSIONAL SERVICES	1,010	2,060		2,060	35,465
001-120-531190-510	PROFESSIONAL SERVICES-MISCELLANEOUS	1,409	800	1,181	800	1,750
001-120-531340-510	EXPENSE-ELECTION		13,600	12,600	12,600	18,000
001-120-532330-510	LEASE-EQUIPMENT					
001-120-532401-510	TRAVEL & PER DIEM	773	2,950			3,000
001-120-532403-510	IN-HOUSE TRAINING		6,480		6,480	6,000
001-120-532471-510	PRINTING		200		200	200
001-120-532491-510	EDUCATION & REGISTRATION		1,625		1,625	1,850
001-120-532492-510	ADVERTISING	9,876	10,000	5,506	10,000	10,000
001-120-532541-510	BOOKS & PUBLICATIONS					
001-120-532542-510	DUES & MEMBERSHIPS	855	2,630	2,687	2,630	2,560
001-120-533411-510	UTILITIES-TELEPHONE, INTERNET, CABLE	5,241				
001-120-534110-510	REPAIRS-EQUIPMENT					
001-120-534410-510	MAINTENANCE-CONTRACTS	7,603	15,900	6,955	15,500	39,400
001-120-535110-510	SUPPLIES-OFFICE	2,603	2,600	1,640	2,600	2,600
001-120-536401-510	PROGRAM EXPENSE-HISTORICAL EXHIBIT					
001-120-564200-510	EQUIPMENT & MACHINERY-FURNITURE & EQUIP					
001-120-564300-510	EQUIPMENT & MACHINERY-COMPUTERS		3,600		3,600	3,600
001-120-564320-510	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					

001-120-564700-510	EQUIPMENT & MACHINERY-EQUIPMENT					
001-130-512100-513	SALARIES-REGULAR	628,558	638,721	518,494	618,305	777,964
001-130-512200-572	SALARIES-OTHER	14,062	21,414	17,443	22,202	22,982
001-130-514000-513	SALARIES-OVERTIME	92	1,000	1,152	500	1,000
001-130-515100-513	SPECIAL PAY - FINANCE					
001-130-515200-513	SPECIAL PAY-LONGEVITY					
001-130-515600-513	SPECIAL PAY-CAR ALLOWANCE					
001-130-515700-513	SPECIAL PAY-CELL PHONE	1,292	1,680	1,260	1,680	1,680
001-130-515800-513	SPECIAL PAY-UNIFORMS					
001-130-521100-000	BENEFITS-FICA	50,296	50,188	38,935	47,274	59,514
001-130-521200-000	BENEFITS-RETIREMENT	80,070	82,134	60,832	81,642	92,764
001-130-521300-000	BENEFITS-GROUP INSURANCE	155,652	149,079	106,061	143,923	171,694
001-130-521301-000	BENEFITS-GROUP INSURANCE (RETIRES)					
001-130-521400-000	BENEFITS-WORKERS COMPENSATION	619	543	414	596	560
001-130-521600-000	BENEFITS-MEDICAL	146	200	121	200	200
001-130-531100-513	PROFESSIONAL SERVICES	23,008	44,908	13,966	44,907	43,250
001-130-531170-513	PROFESSIONAL SERVICES-ACCOUNTING/AUI	14,449	20,000	16,500	20,000	20,000
001-130-531190-513	PROFESSIONAL SERVICES-MISCELLANEOUS	64	4,200	3,519	4,200	200
001-130-532401-513	TRAVEL & PER DIEM	607	5,383			6,243
001-130-532402-513	TRAVEL-LOCAL	101	400			400
001-130-532403-513	IN-HOUSE TRAINING					
001-130-532471-513	PRINTING	630	1,030	610	1,030	1,030
001-130-532491-513	EDUCATION & REGISTRATION	2,499	5,215	945	1,500	7,765
001-130-532541-513	BOOKS & PUBLICATIONS		600		600	600
001-130-532542-513	DUES & MEMBERSHIPS	2,998	2,795	1,166	2,795	2,795
001-130-533411-513	UTILITIES-TELEPHONE, INTERNET, CABLE	7,916				
001-130-534410-513	MAINTENANCE-CONTRACTS	84,271	80,116	72,610	80,116	125,075
001-130-535110-513	SUPPLIES-OFFICE	2,676	3,090	2,219	3,090	3,090
001-130-535160-513	SUPPLIES-DATA PROCESSING	1,285	2,060	411	2,060	2,060
001-130-535431-513	SUPPLIES-MINOR EQUIPMENT (IT)	8,057				2,500
001-130-564200-513	EQUIPMENT & MACHINERY-FURNITURE & EQUIP					
001-130-564300-513	EQUIPMENT & MACHINERY-COMPUTERS		7,600	4,170	7,600	3,600
001-130-564320-513	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS		6,500	6,808	6,500	2,100
001-130-564400-513	EQUIPMENT & MACHINERY-VEHICLES					
001-130-564700-513	EQUIPMENT & MACHINERY-EQUIPMENT					
001-150-521300-000	BENEFITS-GROUP INSURANCE					
001-150-531140-514	PROFESSIONAL SERVICES-CITY ATTORNEY	324,329	348,000	245,291	324,329	348,000
001-150-531159-514	PROFESSIONAL SERVICES-OTHER LEGAL EXP	63,814	68,000	67,100	68,000	58,000
001-150-532472-514	PRINTING-CODE SUPPLEMENT	2,779	7,000	1,691	2,000	4,000
001-180-537100-519	BOARD-BUSINESS ADVISORY	1,748	2,000	241	1,000	1,000
001-180-537150-519	BOARD-EDUCATION ADVISORY	13	4,000	981	4,000	4,000
001-180-537175-519	BOARD-GREEN ADVISORY	753	1,500	310	1,500	1,500
001-180-537250-519	BOARD-SENIOR CITIZEN ADVISORY	5,166	4,700	4,536	4,700	4,700
001-190-512100-519	SALARIES-REGULAR					
001-190-521100-000	BENEFITS-FICA					
001-190-521101-000	BENEFITS-FICA (RETIRES)					
001-190-521200-000	BENEFITS-RETIREMENT					
001-190-521201-000	BENEFITS-RETIREMENT (RETIRES)	4,195	31,600	24,566	32,324	32,234
001-190-521300-000	BENEFITS-GROUP INSURANCE					
001-190-521301-000	BENEFITS-GROUP INSURANCE (RETIRES)	203,411	267,941	225,940	283,123	276,000
001-190-521400-000	BENEFITS-WORKERS COMPENSATION					
001-190-521500-000	BENEFITS-UNEMPLOYMENT COMPENSATIOI	1,375	2,500	4,244	2,500	2,500
001-190-521600-000	BENEFITS-MEDICAL					
001-190-531100-519	PROFESSIONAL SERVICES	1,500	(1,500)	11,493	3,375	
001-190-531150-518	PROFESSIONAL SERVICES-LEGAL	26,213	(26,213)	4,313	26,212	
001-190-531170-519	PROFESSIONAL SERVICES-ACCOUNTING/AUDIT					
001-190-531190-519	PROFESSIONAL SERVICES-MISCELLANEOUS	32,550	62,495	28,238	62,495	35,000
001-190-531227-519	FEES-MERCHANT					
001-190-532481-519	PUBLIC RELATIONS	1,700	800	812	800	1,200
001-190-532482-519	ANNUAL EVENTS	3,038	5,770	2,742	4,770	6,250
001-190-532492-519	ADVERTISING	2,976			1,500	3,200
001-190-532510-519	INSURANCE-LIABILITY	138,087	83,087	65,729	82,352	90,000
001-190-533411-519	UTILITIES-TELEPHONE, INTERNET, CABLE	12,892	75,701	42,608	75,701	85,000
001-190-533431-519	UTILITIES-ELECTRICITY	13,441	17,510	7,977	17,510	19,261
001-190-533432-519	UTILITIES-WATER & SEWER	2,088	6,620	3,010	6,620	
001-190-534410-519	MAINTENANCE-CONTRACTS		51,113	42,610	48,413	7,565
001-190-535110-519	SUPPLIES-OFFICE	239	150	78	150	150
001-190-535170-519	POSTAGE	11,208	18,468	7,590	11,208	11,200
001-190-535185-519	SUPPLIES-SPECIAL			140		
001-190-535430-519	SUPPLIES-MINOR EQUIPMENT			10,813		
001-190-536400-519	HURRICANE EXPENSE					
001-190-536402-519	COVID-19	185	(185)	20,631	10,858	

001-190-536600-519	PROGRAM EXPENSE - CARES ACT	80,535		845,208		845,204
001-190-536612-519	PROGRAM EXPENSE-UTILITY ASSISTANCE					
001-190-536614-519	PROGRAM EXPENSE-CODE E/V ASSISTANCE		3,000			
001-190-536615-519	PROGRAM EXPENSE-SCHOOL ASSISTANCE					
001-190-539100-519	DONATIONS					
001-190-563190-519	IMPROVEMENTS-GENERAL PROJECTS					
001-190-564200-519	EQUIPMENT & MACHINERY-FURNITURE & EQUIP					
001-190-564300-519	EQUIPMENT & MACHINERY-COMPUTERS					
001-190-564400-519	EQUIPMENT & MACHINERY-VEHICLES					
001-190-564700-519	EQUIPMENT & MACHINERY-EQUIPMENT					
001-190-566000-519	BUILDING IMPROVEMENTS-BUILDINGS					
001-190-591103-519	ENTERPRISE TRANSFER TO ROAD & BRIDGE					
001-190-591104-519	ENTERPRISE TRANSFER TO POLICE EDUCATION					
001-190-591104-581	ENTERPRISE TRANSFER TO POLICE EDUCATION					
001-190-593002-581	GENERAL GOV'T TRANSFER TO BLDG FD					
001-190-593103-581	GENERAL GOV'T TRANSFER TO ROAD & BRIC	706,698	718,017	598,348	718,017	718,017
001-190-593200-581	GENERAL GOV'T TRANSFER TO DEBT SERVICE					
001-190-593300-581	GENERAL GOV'T TRANSFER TO CAPITAL PRO	502,980	576,230	480,192	576,230	417,230
001-190-593450-581	GENERAL GOV'T TRANSFER TO WATER & SE	414,873				
001-190-599000-519	CONTINGENCY		289,000			300,000
001-200-571000-517	PRINCIPAL - LINE OF CREDIT	62,864	4,000		4,000	4,000
001-200-571810-583	DEBT SERVICE PRINCIPAL-FIRE VEHICLE (99)					
001-200-571820-583	DEBT SERVICE PRINCIPAL-RESCUE VEH (99)					
001-200-571860-583	DEBT SERVICE PRINCIPAL-RESCUE VEH (01)					
001-200-571870-582	DEBT SERVICE PRINCIPAL-REFINANCING (02)					
001-200-572000-517	INTEREST - LINE OF CREDIT	20				
001-200-572810-583	DEBT SERVICE INTEREST-FIRE VEHICLE (99)					
001-200-572820-583	DEBT SERVICE INTEREST-RESCUE VEH (99)					
001-200-572860-583	DEBT SERVICE INTEREST-RESCUE VEH (01)					
001-200-572870-582	DEBT SERVICE INTEREST-REFINANCING (02)					
001-211-512100-515	SALARIES-REGULAR					
001-211-512100-524	SALARIES-REGULAR					
001-211-514000-524	SALARIES-OVERTIME					
001-211-515200-524	SPECIAL PAY-LONGEVITY					
001-211-515600-524	SPECIAL PAY-CAR ALLOWANCE					
001-211-515700-524	SPECIAL PAY-CELL PHONE					
001-211-515800-524	SPECIAL PAY-UNIFORMS					
001-211-521100-000	BENEFITS-FICA					
001-211-521200-000	BENEFITS-RETIREMENT					
001-211-521300-000	BENEFITS-GROUP INSURANCE					
001-211-521400-000	BENEFITS-WORKERS COMPENSATION					
001-211-521600-000	BENEFITS-MEDICAL					
001-211-531131-524	PROFESSIONAL SERVICES-BUILDNG INSPECTION					
001-211-531190-524	PROFESSIONAL SERVICES-MISCELLANEOUS					
001-211-531210-524	CASUAL & CONTRACT LABOR					
001-211-532330-524	LEASE-EQUIPMENT					
001-211-532401-524	TRAVEL & PER DIEM					
001-211-532471-524	PRINTING					
001-211-532491-524	EDUCATION & REGISTRATION					
001-211-532541-524	BOOKS & PUBLICATIONS					
001-211-532542-524	DUES & MEMBERSHIPS					
001-211-534110-524	REPAIRS-EQUIPMENT					
001-211-534410-524	MAINTENANCE-CONTRACTS					
001-211-535110-524	SUPPLIES-OFFICE					
001-211-535190-524	SUPPLIES-OTHER					
001-211-535210-524	SUPPLIES-UNIFORMS					
001-211-535410-524	SUPPLIES-SAFETY EQUIPMENT					
001-211-564320-524	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
001-211-564400-524	EQUIPMENT & MACHINERY-VEHICLES					
001-211-564700-524	EQUIPMENT & MACHINERY-EQUIPMENT					
001-212-512100-515	SALARIES-REGULAR	258,454	209,898	158,148	195,078	215,968
001-212-514000-515	SALARIES-OVERTIME	205	200	263	500	800
001-212-515100-515	SPECIAL PAY-COMP PLANNING					
001-212-515200-515	SPECIAL PAY-LONGEVITY					
001-212-515600-515	SPECIAL PAY-CAR ALLOWANCE					
001-212-515700-515	SPECIAL PAY-CELL PHONE	808	1,260	646	1,260	1,260
001-212-515800-515	SPECIAL PAY-UNIFORMS					
001-212-521100-000	BENEFITS-FICA	18,546	16,041	11,140	10,150	16,522
001-212-521200-000	BENEFITS-RETIREMENT	35,033	32,413	28,945	30,796	34,518
001-212-521300-000	BENEFITS-GROUP INSURANCE	42,962	80,732	28,642	37,943	85,387
001-212-521400-000	BENEFITS-WORKERS COMPENSATION	247	173	99	141	250
001-212-521600-000	BENEFITS-MEDICAL					

001-212-531190-515	PROFESSIONAL SERVICES-MISCELLANEOUS	7,760	18,240	1,123	18,240	27,240
001-212-532330-515	LEASE-EQUIPMENT					
001-212-532401-515	TRAVEL & PER DIEM		1,500			1,500
001-212-532471-515	PRINTING	415	600	213	600	2,000
001-212-532491-515	EDUCATION & REGISTRATION		1,700			12,700
001-212-532541-515	BOOKS & PUBLICATIONS		100		100	400
001-212-532542-515	DUES & MEMBERSHIPS		1,650	50	500	2,020
001-212-533411-515	UTILITIES-TELEPHONE, INTERNET, CABLE	2,242				
001-212-534110-515	REPAIRS-EQUIPMENT					
001-212-534410-515	MAINTENANCE-CONTRACTS		1,500	99	1,500	1,500
001-212-535110-515	SUPPLIES-OFFICE		660	361	660	1,000
001-212-535185-515	SUPPLIES-SPECIAL					
001-212-535190-515	SUPPLIES-OTHER		200		200	200
001-212-536601-515	PROGRAM EXPENSE-CDBG					
001-212-536602-515	PROGRAM EXPENSE-HOUSING ASSISTANCE (EXT)					
001-212-564300-515	EQUIPMENT & MACHINERY-COMPUTERS		2,000		2,000	2,000
001-212-564320-515	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
001-212-564700-515	EQUIPMENT & MACHINERY-EQUIPMENT					
001-212-566900-515	BUILDING IMPROVEMENTS-OTHER					
001-213-512100-524	SALARIES-REGULAR					
001-213-514000-524	SALARIES-OVERTIME					
001-213-515100-524	SPECIAL PAY-HOLIDAY					
001-213-521100-000	BENEFITS-FICA					
001-213-521200-000	BENEFITS-RETIREMENT					112,667
001-213-521300-000	BENEFITS-GROUP INSURANCE					
001-213-521400-000	BENEFITS-WORKERS COMPENSATION					
001-213-531150-524	PROFESSIONAL SERVICES-LEGAL	4,230	6,000	2,020	4,229	
001-213-531190-524	PROFESSIONAL SERVICES-MISCELLANEOUS					
001-213-531225-524	CONTRACT SERVICE-MOWING					
001-213-531281-524	BROWARD SHERIFF'S OFFICE (BSO)	413,044	459,000	382,500	459,000	
001-213-532330-524	LEASE-EQUIPMENT					
001-213-532401-524	TRAVEL & PER DIEM					
001-213-532471-524	PRINTING					
001-213-532491-524	EDUCATION & REGISTRATION					
001-213-532492-524	ADVERTISING					
001-213-532541-524	BOOKS & PUBLICATIONS					
001-213-532542-524	DUES & MEMBERSHIPS					
001-213-533411-524	UTILITIES-TELEPHONE, INTERNET, CABLE	1,731				
001-213-534110-524	REPAIRS-EQUIPMENT					
001-213-534410-524	MAINTENANCE-CONTRACTS	5,750	5,750	5,750		
001-213-535110-524	SUPPLIES-OFFICE					
001-213-535170-524	POSTAGE	3,805	3,000	1,226	3,000	
001-213-535190-524	SUPPLIES-OTHER	1,523	2,000		1,522	
001-213-535210-524	SUPPLIES-UNIFORMS					
001-213-535410-524	SUPPLIES-SAFETY EQUIPMENT					
001-213-536603-524	PROGRAM EXPENSE-FORECLOSED PROPERT'	10,947	5,000	3,156	5,000	
001-213-564200-524	EQUIPMENT & MACHINERY-FURNITURE & EQUIP					
001-213-564300-524	EQUIPMENT & MACHINERY-COMPUTERS					
001-213-564320-524	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
001-213-564700-524	EQUIPMENT & MACHINERY-EQUIPMENT					
001-311-512100-519	SALARIES-REGULAR	351,187	411,615	228,900	322,064	419,577
001-311-514000-519	SALARIES-OVERTIME		780	526	780	780
001-311-515100-519	SPECIAL PAY-HOLIDAY					
001-311-515200-519	SPECIAL PAY-LONGEVITY					
001-311-515600-519	SPECIAL PAY-CAR ALLOWANCE					
001-311-515700-519	SPECIAL PAY-CELL PHONE	1,648	1,680	1,066	1,680	1,680
001-311-515800-519	SPECIAL PAY-UNIFORMS					
001-311-521100-000	BENEFITS-FICA	26,341	31,241	16,835	26,391	32,098
001-311-521200-000	BENEFITS-RETIREMENT	47,307	62,334	32,691	47,742	56,669
001-311-521300-000	BENEFITS-GROUP INSURANCE	63,643	75,513	41,222	52,070	99,674
001-311-521400-000	BENEFITS-WORKERS COMPENSATION	4,985	5,121	3,209	4,198	5,249
001-311-521600-000	BENEFITS-MEDICAL	146	260		200	651
001-311-531190-519	PROFESSIONAL SERVICES-MISCELLANEOUS	11,579	6,000	4,593	6,000	16,000
001-311-531290-519	CONTRACTUAL SERVICES	12,008	18,972	12,202	18,972	17,744
001-311-532401-519	TRAVEL & PER DIEM		1,400			2,200
001-311-532402-519	TRAVEL-LOCAL		300			300
001-311-532471-519	PRINTING	363	900		500	900
001-311-532482-519	ANNUAL EVENTS	425				
001-311-532491-519	EDUCATION & REGISTRATION	1,260	1,200			1,530
001-311-532541-519	BOOKS & PUBLICATIONS	56	200		200	200
001-311-532542-519	DUES & MEMBERSHIPS	1,613	1,000	290	1,000	1,590
001-311-533411-519	UTILITIES-TELEPHONE, INTERNET, CABLE	13,306				

001-311-533431-519	UTILITIES-ELECTRICITY	8,049	9,100	6,285	9,100	9,828
001-311-534210-519	MAINTENANCE-COMMUNICATIONS		1,000	320	1,000	1,000
001-311-534410-519	MAINTENANCE-CONTRACTS	13,053	15,300	9,942	15,300	18,540
001-311-535110-519	SUPPLIES-OFFICE	3,773	4,000	2,069	3,000	4,000
001-311-535185-519	SUPPLIES-SPECIAL	5,190	6,000		6,000	7,000
001-311-535210-519	SUPPLIES-UNIFORMS	228	380		380	380
001-311-535410-519	SUPPLIES-SAFETY EQUIPMENT	150	300	150	300	500
001-311-535710-519	SUPPLIES-TROPHIES & AWARDS	246	1,000		1,000	500
001-311-536400-519	HURRICANE EXPENSE			15,492	10,492	3,000
001-311-536492-519	GRANT-CEOP					
001-311-564200-519	EQUIPMENT & MACHINERY-FURNITURE & EQUIP					
001-311-564300-519	EQUIPMENT & MACHINERY-COMPUTERS	1,559	1,200	817	1,200	3,600
001-311-564320-519	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
001-311-564400-519	EQUIPMENT & MACHINERY-VEHICLES					
001-311-564610-519	EQUIPMENT & MACHINERY-RADIOS					
001-311-564700-519	EQUIPMENT & MACHINERY-EQUIPMENT					
001-311-585010-519	GRANT-RECYCLING					
001-311-585106-519	GRANT-FLAMINGO ROAD LANDSCAPE					
001-312-512100-539	SALARIES-REGULAR	215,723	215,744	176,526	211,301	222,108
001-312-512200-539	SALARIES-OTHER					
001-312-514000-539	SALARIES-OVERTIME	1,140	2,500	1,422	1,000	3,000
001-312-515100-539	SPECIAL PAY-HOLIDAY					
001-312-515200-539	SPECIAL PAY-LONGEVITY					
001-312-515300-539	SPECIAL PAY-INCENTIVE & EDUCATION					
001-312-515700-539	SPECIAL PAY-CELL PHONE	840	840	679	840	840
001-312-515800-539	SPECIAL PAY-UNIFORMS					
001-312-521100-000	BENEFITS-FICA	14,383	16,423	12,717	16,114	16,991
001-312-521200-000	BENEFITS-RETIREMENT	31,821	32,592	26,534	33,094	34,448
001-312-521300-000	BENEFITS-GROUP INSURANCE	74,780	71,723	59,430	74,711	75,279
001-312-521400-000	BENEFITS-WORKERS COMPENSATION	7,571	8,007	6,198	7,070	8,007
001-312-521600-000	BENEFITS-MEDICAL	146	300			300
001-312-531190-539	PROFESSIONAL SERVICES-MISCELLANEOUS					
001-312-531210-539	CASUAL & CONTRACT LABOR		25,000	11,250	25,000	35,000
001-312-531290-539	CONTRACTUAL SERVICES					
001-312-531317-539	PERMITS-ENVIRONMENTAL		2,600		2,600	2,600
001-312-532401-539	TRAVEL & PER DIEM		1,000			1,000
001-312-532402-539	TRAVEL-LOCAL		50			50
001-312-532491-539	EDUCATION & REGISTRATION		800			800
001-312-533432-539	UTILITIES-WATER & SEWER	4,561	4,814	2,929	4,814	4,800
001-312-534100-539	REPAIRS-ACCIDENT & VANDALISM	3,083	9,921	1,200	9,921	15,000
001-312-534110-539	REPAIRS-EQUIPMENT		1,000		1,000	1,000
001-312-534130-539	REPAIRS-VEHICLE					
001-312-534160-539	REPAIRS-BUILDING & PROPERTY	12,014				
001-312-534410-539	MAINTENANCE-CONTRACTS	15,817	22,660	9,577	22,660	21,100
001-312-534420-539	MAINTENANCE-ELECTRIC SYSTEMS	26,835	44,500	24,689	44,500	37,000
001-312-535120-539	SUPPLIES-CUSTODIAL	897	2,500	573	1,000	2,500
001-312-535130-539	SUPPLIES-BUILDING	41,743	35,000	29,598	35,000	40,000
001-312-535210-539	SUPPLIES-UNIFORMS	1,942	2,600	1,104	2,600	2,600
001-312-535410-539	SUPPLIES-SAFETY EQUIPMENT	450	2,400	660	2,400	2,400
001-312-535420-539	SUPPLIES-MINOR TOOLS	659	1,000	151	500	1,000
001-312-564300-539	EQUIPMENT & MACHINERY-COMPUTERS					
001-312-564400-539	EQUIPMENT & MACHINERY-VEHICLES					
001-312-564700-539	EQUIPMENT & MACHINERY-EQUIPMENT		15,079	15,079	15,079	
001-312-564730-539	EQUIPMENT & MACHINERY-GENERATOR					
001-312-564760-539	EQUIPMENT & MACHINERY-LIGHTING					
001-312-566000-539	BUILDING IMPROVEMENTS-BUILDINGS					
001-312-566400-539	BUILDING IMPROVEMENTS-REROOF FACILITIES		10,000	4,932	10,000	17,000
001-312-566900-539	BUILDING IMPROVEMENTS-OTHER	6,794				33,000
001-314-512100-572	SALARIES-REGULAR	554,203	562,396	445,861	534,192	584,695
001-314-512200-572	SALARIES-OTHER	79,307	78,117	66,122	80,073	80,073
001-314-514000-572	SALARIES-OVERTIME	4,647	4,500	6,964	4,500	5,000
001-314-515100-572	SPECIAL PAY-HOLIDAY					
001-314-515200-572	SPECIAL PAY-LONGEVITY					
001-314-515600-572	SPECIAL PAY-CAR ALLOWANCE					
001-314-515700-572	SPECIAL PAY-CELL PHONE	840	840	679	840	840
001-314-515800-572	SPECIAL PAY-UNIFORMS					
001-314-521100-000	BENEFITS-FICA	49,513	49,160	36,333	46,975	49,160
001-314-521200-000	BENEFITS-RETIREMENT	114,816	118,295	95,247	117,220	134,000
001-314-521300-000	BENEFITS-GROUP INSURANCE	171,340	196,798	144,002	180,546	176,547
001-314-521400-000	BENEFITS-WORKERS COMPENSATION	22,682	21,337	17,374	21,337	21,337
001-314-521600-000	BENEFITS-MEDICAL	506	750	463	750	750
001-314-531100-572	PROFESSIONAL SERVICES					



001-314-531190-572	PROFESSIONAL SERVICES-MISCELLANEOUS		5,000		5,000		
001-314-531210-572	CASUAL & CONTRACT LABOR	72,875	112,200		38,769	117,200	134,200
001-314-531225-572	CONTRACT SERVICE-MOWING	126,432	144,000		95,424	144,000	144,000
001-314-531250-572	TESTING SERVICES						
001-314-531317-572	PERMITS-ENVIRONMENTAL		550			550	550
001-314-532310-572	RENTAL-EQUIPMENT	2,042	4,000	2,725		4,000	4,000
001-314-532401-572	TRAVEL & PER DIEM		800				1,800
001-314-532402-572	TRAVEL-LOCAL	4	50				50
001-314-532491-572	EDUCATION & REGISTRATION	445	4,000	265		500	4,500
001-314-532542-572	DUES & MEMBERSHIPS	130	600	100		200	600
001-314-533411-572	UTILITIES-TELEPHONE, INTERNET, CABLE	4,451					
001-314-533431-572	UTILITIES-ELECTRICITY	133,686	172,000	119,607		133,685	185,760
001-314-533432-572	UTILITIES-WATER & SEWER	30,984	26,078	18,679		30,984	32,400
001-314-533434-572	UTILITIES-SANITATION		2,500			2,500	2,500
001-314-534100-572	REPAIRS-ACCIDENT & VANDALISM	1,935	5,000			5,000	5,000
001-314-534110-572	REPAIRS-EQUIPMENT	13,500	14,000	3,854		14,000	14,000
001-314-534311-572	MAINTENANCE-WETLANDS	10,320	11,000	7,740		11,000	11,000
001-314-534410-572	MAINTENANCE-CONTRACTS	9,038	12,000	6,182		12,000	19,000
001-314-535120-572	SUPPLIES-CUSTODIAL	5,178	15,800	2,790		5,500	15,800
001-314-535142-572	SUPPLIES-PLANTS	7,993	8,000	5,284		8,000	8,000
001-314-535143-572	SUPPLIES-OVERSEED & SOD	52,676	63,300	16,240		63,300	98,000
001-314-535144-572	SUPPLIES-FERTILIZER	26,072	35,000	2,730		35,000	35,000
001-314-535145-572	SUPPLIES-IRRIGATION	22,878	28,400	8,266		28,400	28,400
001-314-535146-572	SUPPLIES-TREES						
001-314-535180-572	SUPPLIES-ATHLETIC	5,223	15,000	5,326		6,000	19,000
001-314-535181-572	SUPPLIES-PARKS	21,410	21,000	6,787		21,000	25,000
001-314-535210-572	SUPPLIES-UNIFORMS	5,762	7,150	3,041		7,150	7,150
001-314-535310-572	SUPPLIES-CHEMICALS	6,641	53,594	19,933		53,594	45,000
001-314-535410-572	SUPPLIES-SAFETY EQUIPMENT	1,650	2,400	1,800		2,400	3,000
001-314-535420-572	SUPPLIES-MINOR TOOLS	526	2,000			2,000	2,000
001-314-535532-572	SUPPLIES-TRAFFIC CONTROL		2,000			2,000	2,000
001-314-536400-572	HURRICANE EXPENSE						
001-314-562000-572	BUILDINGS-SPORTS COMPLEX						
001-314-563110-572	IMPROVEMENTS-FENCES & WALLS						
001-314-563310-572	IMPROVEMENTS-PARKS	4,495					
001-314-563340-572	IMPROVEMENTS-PARKING LOT						
001-314-563800-572	IMPROVEMENTS-OTHER THAN BUILDINGS-FEMA						
001-314-564300-572	EQUIPMENT & MACHINERY-COMPUTERS		1,200	817		1,200	
001-314-564400-572	EQUIPMENT & MACHINERY-VEHICLES						71,226
001-314-564700-572	EQUIPMENT & MACHINERY-EQUIPMENT		17,500			17,500	92,315
001-314-564800-572	EQUIPMENT & MACHINERY-FEMA						
001-314-585007-572	GRANT-RECYCLING IN PARKS						
001-316-512100-519	SALARIES-REGULAR	152,754	133,892	107,068		134,948	136,537
001-316-514000-519	SALARIES-OVERTIME	115	280			100	280
001-316-515100-519	SPECIAL PAY-HOLIDAY						
001-316-515200-519	SPECIAL PAY-LONGEVITY						
001-316-515700-519	SPECIAL PAY-CELL PHONE	840	840	679		840	840
001-316-515800-519	SPECIAL PAY-UNIFORMS						
001-316-521100-000	BENEFITS-FICA	11,802	10,244	7,776		9,559	10,445
001-316-521200-000	BENEFITS-RETIREMENT	29,810	29,060	23,336		29,294	30,290
001-316-521300-000	BENEFITS-GROUP INSURANCE	43,134	40,020	39,398		48,228	46,785
001-316-521400-000	BENEFITS-WORKERS COMPENSATION	1,280	1,732	707		317	1,991
001-316-521600-000	BENEFITS-MEDICAL		270				270
001-316-531190-519	PROFESSIONAL SERVICES-MISCELLANEOUS						
001-316-531316-519	AERIAL CERTIFICATION	994	1,500	1,109		1,500	1,500
001-316-531317-519	PERMITS-ENVIRONMENTAL	1,454	1,650	1,350		1,650	1,650
001-316-532401-519	TRAVEL & PER DIEM	27	100			100	100
001-316-532402-519	TRAVEL-LOCAL						
001-316-532491-519	EDUCATION & REGISTRATION	323	800	800			800
001-316-532515-519	INSURANCE-DEDUCTIBLES	1,500	1,500			1,500	1,500
001-316-532541-519	BOOKS & PUBLICATIONS	800	800	474		800	800
001-316-532542-519	DUES & MEMBERSHIPS						
001-316-533411-519	UTILITIES-TELEPHONE, INTERNET, CABLE	3,081					
001-316-533431-519	UTILITIES-ELECTRICITY	8,915	9,900	7,205		9,900	10,700
001-316-533432-519	UTILITIES-WATER & SEWER	1,095	1,003	735		1,003	1,000
001-316-534100-519	REPAIRS-ACCIDENT & VANDALISM	3,822	5,000			5,000	5,000
001-316-534110-519	REPAIRS-EQUIPMENT	3,525	3,000	481		3,000	5,000
001-316-534130-519	REPAIRS-VEHICLE	8,214	12,000	5,162		5,000	15,000
001-316-534135-519	REPAIRS-FIRE APPARATUS						
001-316-534160-519	REPAIRS-BUILDING & PROPERTY		2,500	1,887		2,500	2,500
001-316-534410-519	MAINTENANCE-CONTRACTS	4,480	3,400	2,986		3,400	3,666
001-316-535150-519	SUPPLIES-SHOP	4,956	5,000	4,961		5,000	5,000

001-316-535155-519	SUPPLIES-FIRE APPARATUS					
001-316-535210-519	SUPPLIES-UNIFORMS	1,185	2,100	827	2,100	2,100
001-316-535410-519	SUPPLIES-SAFETY EQUIPMENT	463	600	300	600	600
001-316-535420-519	SUPPLIES-MINOR TOOLS	2,684	2,000	473	2,000	2,000
001-316-535610-519	SUPPLIES-VEHICLE	30,396	30,000	25,213	30,000	30,000
001-316-535620-519	SUPPLIES-GAS & OIL	40,876	60,940	28,551	52,546	62,040
001-316-535630-519	WASTE-OIL & TIRES	942	1,000	606	1,000	1,500
001-316-535650-519	SUPPLIES-TIRES	5,011	14,000	7,020	14,000	18,000
001-316-535651-519	SUPPLIES-TIRES (FIRE APPARATUS)					
001-316-564300-519	EQUIPMENT & MACHINERY-COMPUTERS					1,200
001-316-564320-519	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
001-316-564400-519	EQUIPMENT & MACHINERY-VEHICLES					
001-316-564700-519	EQUIPMENT & MACHINERY-EQUIPMENT		18,000	15,291	18,000	40,000
001-510-521200-000	BENEFITS-RETIREMENT					
001-510-521200-521	BENEFITS-RETIREMENT	189,447	320,055		320,055	
001-510-521201-521	BENEFITS RETIREMENT	342,773				
001-510-521202-521	BENEFITS - RETIREMENT	1,444,052			1,467,307	1,786,866
001-510-531281-521	BROWARD SHERIFF'S OFFICE (BSO)	13,174,078	15,123,827	10,337,402	12,405,600	13,495,537
001-510-531291-521	CONTRACTUAL SERVICES-CROSSING GUARD	54,415	114,000	53,361	100,000	128,000
001-510-532542-521	DUES & MEMBERSHIPS					
001-510-533411-521	UTILITIES-TELEPHONE, INTERNET, CABLE					
001-510-533432-521	UTILITIES-WATER & SEWER			4,490	11,000	11,000
001-510-534110-521	REPAIRS-EQUIPMENT					
001-510-534120-521	REPAIRS-OFFICE EQUIPMENT					
001-510-534410-521	MAINTENANCE-CONTRACTS					
001-510-535110-521	SUPPLIES-OFFICE					
001-510-535130-521	SUPPLIES-BUILDING					
001-510-535136-521	SUPPLIES-TRAINING					160,000
001-510-535185-521	SUPPLIES-SPECIAL					
001-510-535190-521	SUPPLIES-OTHER					
001-510-535210-521	SUPPLIES-UNIFORMS					
001-510-535310-521	SUPPLIES-CHEMICALS					
001-510-536100-521	PROGRAM EXPENSE-EXPLORER					
001-510-536200-521	INVESTIGATIVE FUNDS					
001-510-536300-521	PRISONER EXPENSE					
001-510-536500-521	GRANT-COMMUNITY POLICING					
001-510-564300-521	EQUIPMENT & MACHINERY-COMPUTERS					
001-510-564400-521	EQUIPMENT & MACHINERY-VEHICLES					
001-510-564610-521	EQUIPMENT & MACHINERY-RADIOS					
001-510-564700-521	EQUIPMENT & MACHINERY-EQUIPMENT					
001-510-585104-521	GRANT-SECURE SCHOOLS					
001-510-585104-529	GRANT-SECURE SCHOOLS					
001-510-585105-521	GRANT-STREET LEVEL DRUG ENFORCEMENT					
001-510-586444-521	GRANT-LLEBG					
001-610-512100-522	SALARIES-REGULAR					
001-610-512110-522	SALARIES-CERTIFIED PROFESIONAL/TECHNICAL					
001-610-512120-522	SALARIES-NONCERTIFIED CLERICAL					
001-610-514000-522	SALARIES-OVERTIME					
001-610-515100-522	SPECIAL PAY-HOLIDAY					
001-610-515200-522	SPECIAL PAY-LONGEVITY					
001-610-521100-000	BENEFITS-FICA					
001-610-521200-000	BENEFITS-RETIREMENT	227,139	294,036	2,963	294,036	
001-610-521201-521	BENEFITS - RETIREMENT	485,243			535,858	589,621
001-610-521300-000	BENEFITS-GROUP INSURANCE					
001-610-521400-000	BENEFITS-WORKERS COMPENSATION					
001-610-521600-000	BENEFITS-MEDICAL					
001-610-521700-000	BENEFITS-POST EMPLOYMENT HEALTH PLAN					
001-610-531100-522	PROFESSIONAL SERVICES	21,315	5,700	5,572	5,700	5,700
001-610-531150-522	PROFESSIONAL SERVICES-LEGAL	22,680	5,000		5,000	
001-610-531160-522	PROFESSIONAL SERVICES-FIRE INSPECTOR					
001-610-531281-522	BROWARD SHERIFF'S OFFICE (BSO)	11,291,279	11,765,659	9,291,793	11,150,152	11,703,934
001-610-532310-522	RENTAL-EQUIPMENT					
001-610-532401-522	TRAVEL & PER DIEM					
001-610-532402-522	TRAVEL-LOCAL					
001-610-532471-522	PRINTING					
001-610-532481-522	PUBLIC RELATIONS					
001-610-532491-522	EDUCATION & REGISTRATION					
001-610-532541-522	BOOKS & PUBLICATIONS					
001-610-532542-522	DUES & MEMBERSHIPS					
001-610-533411-522	UTILITIES-TELEPHONE, INTERNET, CABLE					
001-610-533432-522	UTILITIES-WATER & SEWER			3,169	11,000	1,000
001-610-534110-522	REPAIRS-EQUIPMENT					

001-610-534120-522	REPAIRS-OFFICE EQUIPMENT					
001-610-534210-522	MAINTENANCE-COMMUNICATIONS					
001-610-534410-522	MAINTENANCE-CONTRACTS					
001-610-535110-522	SUPPLIES-OFFICE					
001-610-535120-522	SUPPLIES-CUSTODIAL					
001-610-535130-522	SUPPLIES-BUILDING					
001-610-535136-522	SUPPLIES-TRAINING					
001-610-535185-522	SUPPLIES-SPECIAL	970	3,000	1,905	1,500	3,000
001-610-535190-522	SUPPLIES-OTHER					
001-610-535210-522	SUPPLIES-UNIFORMS					
001-610-535310-522	SUPPLIES-CHEMICALS					
001-610-535410-522	SUPPLIES-SAFETY EQUIPMENT					
001-610-535420-522	SUPPLIES-MINOR TOOLS					
001-610-535430-522	SUPPLIES-MINOR EQUIPMENT					
001-610-535710-522	SUPPLIES-TROPHIES & AWARDS					
001-610-536502-522	PROGRAM EXPENSE-CERT	389	9,028	4,769	6,000	9,028
001-610-564300-522	EQUIPMENT & MACHINERY-COMPUTERS					
001-610-564700-522	EQUIPMENT & MACHINERY-EQUIPMENT					
001-610-585111-522	GRANT-CERT					
001-710-512100-572	SALARIES-REGULAR	647,937	678,627	559,404	685,527	646,751
001-710-512200-572	SALARIES-OTHER	197,712	267,233	134,620	207,376	564,994
001-710-514000-572	SALARIES-OVERTIME	3,058	12,500	7,074	4,000	12,500
001-710-515100-572	SPECIAL PAY-HOLIDAY					
001-710-515200-572	SPECIAL PAY-LONGEVITY					
001-710-515600-572	SPECIAL PAY-CAR ALLOWANCE					
001-710-515700-572	SPECIAL PAY-CELL PHONE	2,294	3,360	2,585	3,360	3,360
001-710-515800-572	SPECIAL PAY-UNIFORMS					
001-710-521100-000	BENEFITS-FICA	63,470	73,640	50,601	59,554	64,370
001-710-521200-000	BENEFITS-RETIREMENT	104,659	122,948	82,012	102,353	92,009
001-710-521300-000	BENEFITS-GROUP INSURANCE	206,005	204,649	147,203	183,021	166,016
001-710-521301-000	BENEFITS-GROUP INSURANCE (RETIREEES)					
001-710-521400-000	BENEFITS-WORKERS COMPENSATION	14,074	15,235	10,933	13,802	15,844
001-710-521600-000	BENEFITS-MEDICAL	939	2,200	438	2,200	2,200
001-710-531170-572	PROFESSIONAL SERVICES-ACCOUNTING/AUDIT					
001-710-531190-572	PROFESSIONAL SERVICES-MISCELLANEOUS	359	4,000	995	4,000	8,160
001-710-531210-572	CASUAL & CONTRACT LABOR	2,884	6,300	3,245	3,500	6,900
001-710-531260-572	CONTRACT SERVICE-ATHLETIC					
001-710-531305-572	FEES-HOMEOWNERS ASSOCIATION	660	1,200	330	1,200	1,200
001-710-531310-572	FEES-SPORTS OFFICIALS					
001-710-531325-572	FEES-REGULATORY	3,258	3,330	1,830	3,330	3,385
001-710-532401-572	TRAVEL & PER DIEM	129	2,500	29	1,500	2,500
001-710-532471-572	PRINTING					
001-710-532481-572	PUBLIC RELATIONS					
001-710-532482-572	ANNUAL EVENTS	47,955	98,000	64,735	80,000	100,000
001-710-532491-572	EDUCATION & REGISTRATION	907	6,300	682	2,300	3,476
001-710-532510-572	INSURANCE-LIABILITY	27,287	40,855	31,595	40,855	40,855
001-710-532542-572	DUES & MEMBERSHIPS	1,201	1,510	1,210	1,510	2,450
001-710-533411-572	UTILITIES-TELEPHONE, INTERNET, CABLE	9,174				
001-710-533431-572	UTILITIES-ELECTRICITY	47,772	63,500	33,048	50,000	63,500
001-710-533432-572	UTILITIES-WATER & SEWER	17,720	22,066	13,245	20,565	22,066
001-710-533434-572	UTILITIES-SANITATION					
001-710-534110-572	REPAIRS-EQUIPMENT	3,931	6,000	1,905	6,000	6,300
001-710-534120-572	REPAIRS-OFFICE EQUIPMENT					
001-710-534150-572	REPAIRS-POOL	6,788	9,000	2,886	9,000	9,000
001-710-534410-572	MAINTENANCE-CONTRACTS	14,735	15,100	11,777	15,100	22,410
001-710-535110-572	SUPPLIES-OFFICE	2,049	2,500	907	2,000	2,500
001-710-535120-572	SUPPLIES-CUSTODIAL	8,681	9,600	4,626	8,000	9,600
001-710-535135-572	SUPPLIES-PROGRAM	11,760	58,500	5,920	39,500	75,300
001-710-535180-572	SUPPLIES-ATHLETIC	119	1,500	250	1,500	3,000
001-710-535210-572	SUPPLIES-UNIFORMS	1,458	3,000	568	3,000	3,000
001-710-535310-572	SUPPLIES-CHEMICALS	7,744	15,000	8,311	12,000	16,500
001-710-535410-572	SUPPLIES-SAFETY EQUIPMENT			450		450
001-710-535430-572	SUPPLIES-MINOR EQUIPMENT	8,411	13,671	8,546	14,010	24,000
001-710-535710-572	SUPPLIES-TROPHIES & AWARDS					
001-710-536400-572	HURRICANE EXPENSE					
001-710-536501-572	PROGRAM EXPENSE-HEALTHY SNACK					
001-710-536610-572	PROGRAM EXPENSE-SENIOR TRANSPORTATION		20,000		20,000	18,000
001-710-539100-572	DONATIONS: RELAY FOR LIFE/COLOR RUN	2,168	3,000			3,000
001-710-563310-572	IMPROVEMENTS-PARKS					
001-710-564200-572	EQUIPMENT & MACHINERY-FURNITURE & EQUIP					
001-710-564300-572	EQUIPMENT & MACHINERY-COMPUTERS	2,935	4,100	2,450	4,100	4,100
001-710-564320-572	EQUIPMENT & MACHINERY-SOFTWARE PROGRAM		5,000			5,000

001-710-564400-572	EQUIPMENT & MACHINERY-VEHICLES					
001-710-564520-572	EQUIPMENT & MACHINERY-TRUCK					
001-710-564700-572	EQUIPMENT & MACHINERY-EQUIPMENT	2,277	7,329	7,329		7,329
001-710-566570-572	BUILDING IMPROVEMENTS COMMUNITY CE	7,813				
001-710-566580-572	BUILDING IMPROVEMENTS-POOL & TENNIS CNTR					
001-710-585110-572	GRANT-COMMUNITY (PHASE 1)					
001-710-585112-572	GRANT-COMMUNITY (PHASE 2)					
002-000-322001-322	BUILDING PERMITS-STRUCTURAL					
002-000-322002-322	BUILDING PERMITS-ELECTRIC					
002-000-322003-322	BUILDING PERMITS-PLUMBING					
002-000-322004-322	BUILDING PERMITS-MECHANICAL					
002-000-322005-322	BUILDING PERMITS-EDUCATION SURCHARGE					
002-000-322008-322	BUILDING PERMITS-DARLINGTON/MONTERRA					
002-000-322010-322	BUILDING PERMITS-REINSPECTION FEES					
002-000-341903-341	FEES-MERCHANT					
002-000-349004-349	FEES-PLAN REVIEW					
002-000-361100-361	INTEREST-INCOME					
002-000-369900-369	OTHER MISCELLANEOUS REVENUES					
002-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL					
002-000-386980-386	APPROPRIATION FROM FUND BALANCE					
002-211-512100-524	SALARIES-REGULAR					
002-211-512200-524	SALARIES-OTHER					
002-211-514000-524	SALARIES-OVERTIME					
002-211-515100-524	SPECIAL PAY-HOLIDAY					
002-211-515200-524	SPECIAL PAY-LONGEVITY					
002-211-515600-524	SPECIAL PAY-CAR ALLOWANCE					
002-211-515700-524	SPECIAL PAY-CELL PHONE					
002-211-515800-524	SPECIAL PAY-UNIFORMS					
002-211-521100-000	BENEFITS-FICA					
002-211-521200-000	BENEFITS-RETIREMENT					
002-211-521300-000	BENEFITS-GROUP INSURANCE					
002-211-521400-000	BENEFITS-WORKERS COMPENSATION					
002-211-521600-000	BENEFITS-MEDICAL					
002-211-531190-524	PROFESSIONAL SERVICES-MISCELLANEOUS					
002-211-531210-524	CASUAL & CONTRACT LABOR					
002-211-531227-524	FEES-MERCHANT					
002-211-532330-524	LEASE-EQUIPMENT					
002-211-532401-524	TRAVEL & PER DIEM					
002-211-532471-524	PRINTING					
002-211-532491-524	EDUCATION & REGISTRATION					
002-211-532541-524	BOOKS & PUBLICATIONS					
002-211-532542-524	DUES & MEMBERSHIPS					
002-211-534110-524	REPAIRS-EQUIPMENT					
002-211-534410-524	MAINTENANCE-CONTRACTS					
002-211-535110-524	SUPPLIES-OFFICE					
002-211-535170-524	POSTAGE					
002-211-535190-524	SUPPLIES-OTHER					
002-211-535210-524	SUPPLIES-UNIFORMS					
002-211-535410-524	SUPPLIES-SAFETY EQUIPMENT					
002-211-564300-524	EQUIPMENT & MACHINERY-COMPUTERS					
002-211-564520-524	EQUIPMENT & MACHINERY-TRUCK					
002-211-591001-524	ENTERPRISE TRANSFER TO GENERAL					
002-211-593001-581	GENERAL GOV'T TRANSFER TO GEN FUND					
002-211-593102-524	TRANSFER TO BLDG					
002-211-593200-524	GENERAL GOV'T TRANSFER TO DEBT SERVICE					
002-211-593300-524	GENERAL GOV'T TRANSFER TO CAPITAL PROJ					
002-211-593300-581	GENERAL GOV'T TRANSFER TO CAPITAL PROJ					
002-211-599000-524	CONTINGENCY					
102-000-322001-322	BUILDING PERMITS-STRUCTURAL	1,125,415	893,921	1,049,698	950,000	950,000
102-000-322002-322	BUILDING PERMITS-ELECTRIC	180,730	81,343	120,724	90,000	90,000
102-000-322003-322	BUILDING PERMITS-PLUMBING	93,408	50,839	71,417	50,839	50,839
102-000-322004-322	BUILDING PERMITS-MECHANICAL	68,648	36,058	52,610	36,058	36,058
102-000-322005-322	BUILDING PERMITS-EDUCATION SURCHARG	11,179	8,502	9,089	8,502	8,502
102-000-322006-322	BUILDING PERMITS-IT FEES	5,310	5,000	5,706	5,000	5,000
102-000-322008-322	BUILDING PERMITS-DARLINGTON/MONTERRA					
102-000-349004-349	FEES-PLAN REVIEW	44,444	75,000	36,313	40,000	40,000
102-000-361000-361	INTEREST-INCOME	795	1,500	(148)	500	1,500
102-000-369900-369	OTHER MISCELLANEOUS REVENUES	4,354	3,000	462	1,500	3,000
102-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL					
102-000-381002-381	INTER-FUND GROUP TRSF IN-BUILDING					
102-000-386980-386	APPROPRIATION FROM FUND BALANCE					
102-211-512100-524	SALARIES-REGULAR	337,004	399,683	316,423	392,200	407,000

102-211-512200-524	SALARIES-OTHER	117,193	131,446	121,349	147,115	131,446
102-211-514000-524	SALARIES-OVERTIME	4,126	800	5,763	5,000	5,000
102-211-515100-524	SPECIAL PAY-HOLIDAY			7,800		
102-211-515700-524	SPECIAL PAY-CELL PHONE	549	2,100	1,648	2,100	2,100
102-211-521100-000	BENEFITS-FICA	33,932	40,432	32,742	43,713	43,261
102-211-521100-524	BENEFITS-FICA					
102-211-521200-000	BENEFITS-RETIREMENT	49,883	75,192	57,028	74,155	76,700
102-211-521200-524	BENEFITS-RETIREMENT					
102-211-521300-000	BENEFITS-GROUP INSURANCE	76,429	117,367	87,476	116,792	111,415
102-211-521300-524	BENEFITS-GROUP INSURANCE					
102-211-521400-000	BENEFITS-WORKERS COMPENSATION	2,817	2,632	2,268	2,340	2,632
102-211-521400-524	BENEFITS-WORKERS COMPENSATION					
102-211-521600-000	BENEFITS-MEDICAL					
102-211-521600-524	BENEFITS-MEDICAL	311	150	146	150	300
102-211-531190-524	PROFESSIONAL SERVICES-MISCELLANEOUS	168,647		937		10,000
102-211-531210-524	CASUAL & CONTRACT LABOR					
102-211-532330-524	LEASE-EQUIPMENT	11,732	9,650	4,582	9,650	12,000
102-211-532401-524	TRAVEL & PER DIEM	17	1,950	520		1,950
102-211-532471-524	PRINTING	774	1,000	810	1,000	1,500
102-211-532491-524	EDUCATION & REGISTRATION	59	2,550	120	2,550	3,000
102-211-532541-524	BOOKS & PUBLICATIONS		500		500	800
102-211-532542-524	DUES & MEMBERSHIPS	1,088	1,200	100	1,200	1,750
102-211-533411-524	UTILITIES-TELEPHONE, INTERNET, CABLE	6,726	7,894	2,991	7,894	7,894
102-211-534110-524	REPAIRS-EQUIPMENT	53	300		300	300
102-211-534410-524	MAINTENANCE-CONTRACTS	8,795	10,654	10,834	10,654	15,674
102-211-535110-524	SUPPLIES-OFFICE	1,597	3,500	1,747	3,500	3,500
102-211-535170-524	POSTAGE	2,414	2,600	655	2,600	2,600
102-211-535210-524	SUPPLIES-UNIFORMS		1,700	1,619	1,700	1,500
102-211-535410-524	SUPPLIES-SAFETY EQUIPMENT	900	1,050	300	1,050	900
102-211-564300-524	EQUIPMENT & MACHINERY-COMPUTERS		3,600		3,600	3,600
102-211-564520-524	EQUIPMENT & MACHINERY-TRUCK					
102-211-591001-524	ENTERPRISE TRANSFER TO GENERAL	275,000	307,213	256,011	307,213	307,213
102-211-593102-524	TRANSFER TO BLDG					
102-211-593300-524	GENERAL GOV'T TRANSFER TO CAPITAL PROJ					
102-211-599000-524	CONTINGENCY		30,000		30,000	30,000
103-000-312400-312	FUEL TAX-LOCAL OPTION	317,518	320,344	234,127	306,311	337,673
103-000-312410-312	FUEL TAX-ADDITIONAL LOCAL OPTION	221,652	221,702	163,926	211,000	239,194
103-000-331300-331	FEDERAL GRANT-FOREST HEALTH IMPROVEMENT					
103-000-335120-335	STATE REVENUE SHARING	243,593	243,440	188,255	251,006	243,440
103-000-361100-361	INTEREST-INCOME	5,974	5,000	(232)	1,000	5,000
103-000-369001-369	REFUND PRIOR YEAR EXPENSE					
103-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	706,698	718,017	598,348	718,017	718,017
103-000-381400-381	INTER-FUND GROUP TRSF IN-PARKING LOT		9,195	7,663	9,195	9,195
103-000-381440-381	INTER-FUND GROUP TRSF IN-STORM WATER		12,000	10,000	12,000	
103-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER		17,302	14,418	17,302	17,302
103-000-384000-384	DEBT PROCEEDS					
103-000-386980-386	APPROPRIATION FROM FUND BALANCE					
103-313-531130-541	PROFESSIONAL SERVICES-ENGINEERING	5,583	64,000	37,234	64,000	64,000
103-313-531210-541	CASUAL & CONTRACT LABOR	29,062	100,000	7,954	100,000	100,000
103-313-531220-541	CONTRACT SERVICE-TREE TRIMMING	150,000				
103-313-531225-541	CONTRACT SERVICE-MOWING	209,830	230,000	157,060	230,000	230,000
103-313-533431-541	UTILITIES-ELECTRICITY	390,885	417,000	264,392	417,000	450,360
103-313-534710-541	REPAIRS-ROAD & DRAINAGE	1,024,398	510,000	469,442	510,000	610,000
103-313-534720-541	REPAIRS-SIDEWALK & BIKEWAY	163,550	200,000		200,000	200,000
103-313-535310-541	SUPPLIES-CHEMICALS					
103-313-563330-541	IMPROVEMENTS-RIGHT OF WAY		26,000		26,000	26,000
103-313-563360-541	IMPROVEMENTS-RIGHT OF WAY					
103-313-564320-541	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
103-313-564700-541	EQUIPMENT & MACHINERY-EQUIPMENT					
103-313-567150-541	ROAD IMPROVEMENTS-SIDEWALKS					
103-313-585108-541	GRANT-FOREST HEALTH IMPROVEMENT					
103-313-591001-541	ENTERPRISE TRANSFER TO GENERAL					
103-313-591001-581	ENTERPRISE TRANSFER TO GENERAL					
103-313-599000-541	CONTINGENCY					
104-000-354100-354	FINES & FORFEITURES					
104-000-361000-361	INTEREST-INCOME					
104-000-369000-369	OTHER INCOME					
104-000-369001-369	REFUND PRIOR YEAR EXPENSE					
104-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL					
104-000-386980-386	APPROPRIATION FROM FUND BALANCE					
104-510-532401-529	TRAVEL & PER DIEM					
104-510-532491-529	EDUCATION & REGISTRATION					

104-510-593106-529	GENERAL GOV'T TRANSFER TO POLICE CONF					
106-000-359100-359	FORFEITED PROPERTY	835	24,000	1,384	2,000	20,000
106-000-361001-361	INTEREST-FORFEITED PROPERTY					
106-000-361100-361	INTEREST-INCOME	1,944	2,000	(19)	200	
106-000-369001-369	REFUND PRIOR YEAR EXPENSE					
106-000-381104-381	INTER-FUND GROUP TRSF IN-POLICE EDUCAT					
106-000-386980-386	APPROPRIATION FROM FUND BALANCE		210,903		210,903	
106-510-531281-529	BROWARD SHERIFF'S OFFICE (BSO)		210,903	87,539	87,538	20,000
106-510-532401-529	TRAVEL & PER DIEM					
106-510-532491-529	EDUCATION & REGISTRATION		21,000		21,000	
106-510-535110-529	SUPPLIES-OFFICE					
106-510-535185-529	SUPPLIES-SPECIAL					
106-510-536100-521	PROGRAM EXPENSE-EXPLORER	1,700	4,000		2,000	
106-510-539100-529	DONATIONS					
106-510-563110-529	IMPROVEMENTS-FENCES & WALLS		1,000		1,000	
106-510-564300-529	EQUIPMENT & MACHINERY-COMPUTERS					
106-510-564320-529	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
106-510-564400-529	EQUIPMENT & MACHINERY-VEHICLES					
106-510-564700-529	EQUIPMENT & MACHINERY-EQUIPMENT					
106-510-566900-529	BUILDING IMPROVEMENTS-OTHER					
106-510-585104-529	GRANT-SECURE SCHOOLS					
106-510-586444-529	GRANT-LLEBG					
106-510-592100-529	TRANSFER TO BROWARD SHERIFF'S OFFICE					
106-510-599000-529	CONTINGENCY					
108-000-347900-347	TREE TRUST		175,791	263,891	175,791	100,333
108-000-361000-361	INTEREST-INCOME			(51)		
108-318-531220-572	CONTRACT SERVICE-TREE TRIMMING		150,000	57,110	150,000	150,000
108-318-532482-572	ANNUAL EVENTS		7,500		7,500	7,500
108-318-535146-572	SUPPLIES-TREES		6,000	175	6,000	6,000
200-000-311001-311	AD VALOREM TAXES			2		
200-000-361000-361	INTEREST-INCOME					
200-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL					
200-000-381002-381	INTER-FUND GROUP TRSF IN-BUILDING					
200-000-381300-381	INTER-FUND GROUP TRSF IN-CAPITAL PROJ					
200-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER					
200-000-386980-386	APPROPRIATION FROM FUND BALANCE					
200-200-571230-582	DEBT SERVICE PRINCIPAL-GO BOND (99)					
200-200-571880-582	DEBT SERVICE PRINCIPAL-BB COURT (03)					
200-200-571881-582	DEBT SERVICE PRINCIPAL-SIDEWALKS (06)					
200-200-571941-582	DEBT SERVICE PRINCIPAL-SOFTWARE (11)					
200-200-572230-582	DEBT SERVICE INTEREST-GO BOND (99)					
200-200-572880-582	DEBT SERVICE INTEREST-BB COURTS (03)					
200-200-572881-582	DEBT SERVICE INTEREST-SIDEWALKS (06)					
200-200-572941-582	DEBT SERVICE INTEREST-SOFTWARE (11)					
200-200-591001-524	ENTERPRISE TRANSFER TO GENERAL	126,294				
300-000-324110-324	IMPACT FEES-RESIDENT-PUBLIC SAFETY	17,208	1,000	1,183	1,000	1,000
300-000-324610-324	IMPACT FEES-RESIDENT-RECREATION(PARK)	234,240	2,000	16,640	16,640	2,000
300-000-324710-324	IMPACT FEES-RESIDENT-OTHER(GEN GOVT)	163,981	15,000	10,998	10,998	15,000
300-000-331204-331	FEDERAL GRANT-CDBG					
300-000-331301-331	FEDERAL GRANT-US DOT					
300-000-331302-331	FEDERAL GRANT-LWCF	800,000		199,994	199,993	
300-000-331502-331	FEDERAL GRANT-HAZARD MITIGATION (HMI)	33,694				
300-000-334202-334	STATE GRANT - FDACS	59,348				
300-000-334312-334	STATE GRANT-DEP					
300-000-334491-334	STATE GRANT-FDOT					
300-000-334701-334	STATE GRANT-FRDAP					
300-000-334704-334	STATE GRANT-FL REC TRAILS PROG (FRTP)					
300-000-337491-337	GRANT-BROWARD BEAUTY					
300-000-337493-337	GRANT-BC SAFE PARK & LAND					
300-000-337495-337	GRANT-BC PARKS FOR PEOPLE					
300-000-338006-338	COUNTY-CHALLENGE GRANT					
300-000-361000-361	INTEREST-INCOME					
300-000-361101-361	INTEREST-PUBLIC SAFETY	495	2,000	(250)	500	2,000
300-000-361102-361	INTEREST-PARK IMPROVEMENTS	(275)				
300-000-361103-361	INTEREST-GENERAL GOVERNMENT	(267)				
300-000-366700-366	CONTRIBUTION-DEVELOPERS & OTHERS					
300-000-369009-369	MISCELLANEOUS INCOME			1,630		
300-000-369901-369	REFUND PRIOR YEAR EXPENSE					
300-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	502,980	576,230	480,192	576,230	649,207
300-000-381002-381	INTER-FUND GROUP TRSF IN-BUILDING					
300-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER					
300-000-382400-382	CONTRIBUTION FROM PARKING LOT					

300-000-382440-382	CONTRIBUTION FROM STORM WATER			
300-000-382450-382	CONTRIBUTION FROM WATER & SEWER			
300-000-384000-384	DEBT PROCEEDS			
300-000-386980-386	APPROPRIATION FROM FUND BALANCE			
300-130-564300-513-0	EQUIPMENT & MACHINERY-COMPUTERS			
300-130-564320-513	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS			
300-130-564700-513	EQUIPMENT & MACHINERY-EQUIPMENT			
300-190-531100-519	PROFESSIONAL SERVICES			
300-190-563340-519-1	IMPROVEMENTS-PARKING LOT			
300-190-563340-519-1	IMPROVEMENTS-PARKING LOT			
300-190-563340-519-1	IMPROVEMENTS-PARKING LOT			
300-190-563340-519-1	PARKING LOT (CH)			
300-190-563620-519	ENVIRONMENTAL PROJECTS			
300-190-564790-519-1	EQUIPMENT & MACHINERY-RADIO STATION			
300-190-593450-581	GENERAL GOV'T TRANSFER TO WATER & SEWER			
300-190-599000-519	CONTINGENCY			
300-211-564200-524-1	FF&E (BLDG)			
300-311-512100-519	SALARIES-REGULAR			
300-311-514000-519	SALARIES-OVERTIME			
300-311-515700-519	SPECIAL PAY-CELL PHONE			
300-311-521100-000	BENEFITS-FICA			
300-311-521100-519	BENEFITS-FICA			
300-311-521200-000	BENEFITS-RETIREMENT			
300-311-521200-519	BENEFITS-RETIREMENT			
300-311-521300-000	BENEFITS-GROUP INSURANCE			
300-311-521300-519	BENEFITS-GROUP INSURANCE			
300-311-521400-000	BENEFITS-WORKERS COMPENSATION			
300-311-521400-519	BENEFITS-WORKERS COMPENSATION			
300-311-521600-000	BENEFITS-MEDICAL			
300-311-521600-519	BENEFITS-MEDICAL			
300-311-531190-519	PROFESSIONAL SERVICES-MISCELLANEOUS			
300-311-562100-519	BUILDINGS			
300-311-562200-519-0	BUILDINGS-VEHICLE STORAGE COMPOUND			
300-311-562600-519-0	BUILDINGS-SHEDS			
300-311-563110-519-0	IMPROVEMENTS-FENCES & WALLS			
300-311-563310-519	IMPROVEMENTS-PARKS			
300-311-563340-519-1	IMPROVEMENTS-PARKING LOT			
300-311-564200-519	EQUIPMENT & MACHINERY-FURNITURE & EQUIP			
300-311-564300-519	EQUIPMENT & MACHINERY-COMPUTERS			
300-311-564400-519	EQUIPMENT & MACHINERY-VEHICLES			
300-311-564730-519	EQUIPMENT & MACHINERY-GENERATOR			
300-311-566000-519	BUILDING IMPROVEMENTS-BUILDINGS			
300-311-566200-519	BUILDING IMPROVEMENTS-CITY HALL			
300-311-566400-519	BUILDING IMPROVEMENTS-REROOF FACILITIES			
300-311-591450-519	ENTERPRISE TRANSFER TO WATER & SEWER			
300-312-534448-539-1	PAINTING (CH)			
300-312-534448-539-1	PAINTING (CC)			
300-312-563190-539-P	IMPROVEMENTS-GENERAL PROJECTS	10,000	10,000	
300-312-563310-539-1	BRIDGE FENCE REPLACEMENT			
300-312-563310-539-1	PRIVACY WALL (PW)			
300-312-563424-539-0	IMPROVEMENTS-SECURITY			
300-312-564100-539	EQUIPMENT & MACHINERY- FURNITURE & EQUIP	23,000	23,000	25,000
300-312-564730-539	EQUIPMENT & MACHINERY-GENERATOR			
300-312-564760-539	EQUIPMENT & MACHINERY-LIGHTING			
300-312-564780-539	EQUIPMENT & MACHINERY-RESURFACE COURTS			
300-312-566000-539-0	BUILDING IMPROVEMENTS-BUILDINGS			
300-312-566000-539-1	BUILDING IMPROVEMENTS-BUILDINGS			
300-312-566000-539-1	METAL STORAGE BLDG (PW & REC)			
300-312-566000-539-1	BUILDING IMPROVEMENTS-BUILDINGS			
300-312-566000-539-1	BUILDING IMPROVEMENTS-BUILDINGS			
300-312-566000-539-1	REPLACE WINDOWS (CC)			
300-312-566000-539-1	INSPECT BRIDGES			
300-312-566000-539-1	CARD ACCESS (CITY-WIDE)			
300-312-566000-539-1	SECURITY CAMERAS (CITY-WIDE)			
300-312-566000-539-1	REPLACE CANOPY (FLEET)			
300-312-566000-539-1	METAL STORGE BLDG (PW/REC)			
300-312-566160-539-13007				
300-312-566160-539-1	BUILDING IMPROVEMENTS-EXTERIOR PAINTING			
300-312-566200-539	BUILDING IMPROVEMENTS-CITY HALL			
300-312-566400-539	BUILDING IMPROVEMENTS-REROOF FACILITIES			
300-312-566580-539	BUILDING IMPROVEMENTS-POOL & TENNIS CNTR			
300-312-566900-539	BUILDING IMPROVEMENTS-OTHER			

300-313-534710-541-1 STREET RESURFACING					
300-313-563110-541-0 IMPROVEMENTS-FENCES & WALLS					
300-313-563110-541-0 IMPROVEMENTS-FENCES & WALLS					
300-313-563110-541-0 IMPROVEMENTS-FENCES & WALLS					
300-313-563330-539-0 IMPROVEMENTS-RIGHT OF WAY					
300-313-563330-541-0 IMPROVEMENTS-RIGHT OF WAY					
300-313-563330-541-0 IMPROVEMENTS-RIGHT OF WAY					
300-313-585107-539 GRANT-PINE ISLAND ROAD LANDSCAPE					
300-314-531130-572-0 PROFESSIONAL SERVICES-ENGINEERING					
300-314-531130-572-0 PROFESSIONAL SERVICES-ENGINEERING					
300-314-534710-572-1 ASPHALT OVERLAY (CCSC)					
300-314-561000-572 LAND					
300-314-562000-572-1 CCSC-RESTROOM BLDG (BY FIELD #7)					
300-314-563100-572-0 IMPROVEMENTS-SPORTS COMPLEX					
300-314-563105-572-0 IMPROVEMENTS-PIONEER MIDDLE SCHOOL					
300-314-563110-572-0 IMPROVEMENTS-FENCES & WALLS					
300-314-563110-572-0 IMPROVEMENTS-FENCES & WALLS					
300-314-563160-572 IMPROVEMENTS-SWIMMING POOL					
300-314-563310-572 IMPROVEMENTS-PARKS	44,333	18,000	17,235	18,000	16,000
300-314-563360-572-0 IMPROVEMENTS-RIGHT OF WAY					
300-314-563780-572-P IMPROVEMENTS-RESURFACE COURTS		43,000	40,793	43,000	28,000
300-314-564700-572 EQUIPMENT & MACHINERY-EQUIPMENT					110,000
300-314-564750-572 EQUIPMENT & MACHINERY-SPRINKLERS					
300-314-564760-572 EQUIPMENT & MACHINERY-LIGHTING					
300-314-564780-572 EQUIPMENT & MACHINERY-RESURFACE COURTS					
300-314-566000-572-1 ADDITIONAL PARKING (CCSC)					
300-314-567320-572 ROAD IMPROVEMENTS-LANDSCAPING					
300-314-567350-541 ROAD IMPROVEMENTS - ASPHALT					
300-314-591200-572 ENTERPRISE TRANSFER TO DEBT SERVICE	417,230	417,230	347,692	417,230	417,230
300-314-591200-581 ENTERPRISE TRANSFER TO DEBT SERVICE					
300-314-599000-572 CONTINGENCY					
300-316-563140-519-0 IMPROVEMENTS-FUEL ISLAND					
300-510-566000-521 BUILDING IMPROVEMENTS-BUILDINGS					
300-510-566900-521-0 BUILDING IMPROVEMENTS-OTHER					
300-610-564520-522 EQUIPMENT & MACHINERY-TRUCK					
300-610-564760-522-0 EQUIPMENT & MACHINERY-LIGHTING					
300-610-566000-522 BUILDING IMPROVEMENTS - BUILDING					80,207
300-710-562500-572-0 BUILDINGS-STONEBRIDGE FACILITY					
300-710-563310-572 IMPROVEMENTS-PARKS	13,472				50,000
300-710-563340-572 IMPROVEMENTS-PARKING LOT					
300-710-564320-572-1 EQUIPMENT & MACHINERY-SOFTWARE PROGRAM					
300-710-564700-572-1 CC-REPLACE MARQUEE					
300-710-564700-572-1 MOBILE STAGE					
300-710-564730-572-1 P&T WHOLE BUILDING GENERATOR					
300-710-566000-572-0 BUILDING IMPROVEMENTS-BUILDINGS					
300-710-566160-572 BUILDING IMPROVEMENTS EXTERIOR PAINTING					
300-710-566200-572 BUILDING IMPROVEMENT	130,310				181,664
300-710-566580-572 BUILDING IMPROVEMENTS-POOL & TENNIS	(356)	85,000	30,974	85,000	
300-710-566900-572 BUILDING IMPROVEMENTS-OTHER					
300-810-591400-581 ENTERPRISE TRANSFER TO PARKING LOT					
300-950-564300-536 EQUIPMENT & MACHINERY-COMPUTERS					
400-000-343901-343 SERVICE CHARGE-MISCELLANEOUS	2,634	1,000	1,825	1,000	2,000
400-000-344500-344 TRANSPORTATION-PARKING FACILITY	121,273	150,000	144,703	150,000	150,000
400-000-364000-364 SALE OF FIXED ASSETS					
400-000-369900-369 OTHER MISCELLANEOUS REVENUES			300		
400-000-381300-381 INTER-FUND GROUP TRSF IN-CAPITAL PROJ					
400-000-389100-389 PROPRIETARY-INTEREST	629	1,000	(14)	500	1,000
400-000-389980-389 APPROPRIATION FROM RETAINED EARNINGS					
400-810-512200-545 SALARIES-OTHER	19,500	23,768	4,974	4,974	27,520
400-810-521200-000 BENEFITS-RETIREMENT					
400-810-531225-545 CONTRACT SERVICE-MOWING	5,268	5,600	3,951	5,600	5,600
400-810-531290-545 CONTRACTUAL SERVICES	14,310	22,000	14,310	22,000	22,000
400-810-533411-545 UTILITIES-TELEPHONE, INTERNET, CABLE	4,554	4,560	1,495	4,560	4,560
400-810-533431-545 UTILITIES-ELECTRICITY	2,218	2,600	1,689	2,600	2,800
400-810-534160-545 REPAIRS-BUILDING & PROPERTY	602	5,250	898	5,250	5,250
400-810-534410-545 MAINTENANCE-CONTRACTS	8,325	13,300	8,325	13,300	12,000
400-810-535110-545 SUPPLIES-OFFICE		1,000			1,000
400-810-535185-545 SUPPLIES-SPECIAL		1,000			1,000
400-810-539200-545 DEPRECIATION	36,930		30,775		
400-810-563340-545 IMPROVEMENTS-PARKING LOT					
400-810-564300-545 EQUIPMENT & MACHINERY-COMPUTERS					
400-810-564999-545 CONTRA EXPENSE					



400-810-571840-545	DEBT SERVICE PRINCIPAL-PARKING LOT CONST					
400-810-572840-545	DEBT SERVICE INTEREST-PARKING LOT CONSTR					
400-810-572999-545	CONTRA EXPENSE-DEBT					
400-810-591001-545	ENTERPRISE TRANSFER TO GENERAL	53,940	57,059	47,549	57,059	57,059
400-810-591001-581	ENTERPRISE TRANSFER TO GENERAL					
400-810-591103-545	TRANSFER TO ROAD AND BRIDGE FUND		9,195	7,663	9,195	9,195
400-810-599000-545	CONTINGENCY					
440-000-334703-334	STATE OF FL - DEPT OF ENVIRON PROTECTION					
440-000-337310-337	GRANT-SFWMD WATER DISTRIBUTION					
440-000-337315-337	GRANT-CBWCD					
440-000-337320-337	GRANT-BC WATER & DRAINAGE					
440-000-343901-343	SERVICE CHARGE-MISCELLANEOUS					
440-000-343905-343	SERVICE CHARGE-STORM WATER	320,055	528,191	385,793	476,243	550,100
440-000-364000-364	SALE OF FIXED ASSETS					
440-000-369000-369	OTHER INCOME					
440-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER					
440-000-384000-384	DEBT PROCEEDS					
440-000-389100-389	PROPRIETARY-INTEREST	3,109	4,000	(23)	1,000	4,000
440-000-389980-389	APPROPRIATION FROM RETAINED EARNINGS		35,126			
440-315-512100-538	SALARIES-REGULAR	77,125	73,586	59,692	75,398	75,055
440-315-514000-538	SALARIES-OVERTIME		3,000	159	2,000	2,000
440-315-515100-538	SPECIAL PAY - STORM WATER					
440-315-515200-538	SPECIAL PAY-LONGEVITY					
440-315-515700-538	SPECIAL PAY-CELL PHONE	420	420	339	420	420
440-315-515800-538	SPECIAL PAY-UNIFORMS					
440-315-521100-000	BENEFITS-FICA	5,699	5,657	4,217	5,657	5,741
440-315-521200-000	BENEFITS-RETIREMENT	72,887	21,904	17,689	21,904	22,359
440-315-521300-000	BENEFITS-GROUP INSURANCE	24,512	23,096	18,561	23,096	23,806
440-315-521400-000	BENEFITS-WORKERS COMPENSATION	2,045	1,180	1,638	1,180	1,357
440-315-531190-538	PROFESSIONAL SERVICES-MISCELLANEOUS	34,859	30,585	518	12,000	12,000
440-315-531290-538	CONTRACTUAL SERVICES	49,535	81,475	38,377	45,000	70,000
440-315-531320-538	ADMINISTRATIVE EXPENSE					
440-315-531325-538	FEES-REGULATORY	6,948				6,948
440-315-532310-538	RENTAL-EQUIPMENT					
440-315-532491-538	EDUCATION & REGISTRATION		200	119	200	200
440-315-532542-538	DUES AND MEMBERSHIPS		1,500		1,500	1,500
440-315-534130-538	REPAIRS-VEHICLE	627	800	102	800	800
440-315-534710-538	REPAIRS-ROAD & DRAINAGE	8,715	29,000	10,068	12,000	20,000
440-315-535141-538	SUPPLIES-LANDSCAPING	30	2,000	297	2,000	2,000
440-315-535210-538	SUPPLIES-UNIFORMS					
440-315-535410-538	SUPPLIES-SAFETY EQUIPMENT	483	500	150	500	500
440-315-535420-538	SUPPLIES-MINOR TOOLS	893	1,000	856	1,000	1,000
440-315-535620-538	SUPPLIES-GAS & OIL	1,041	1,700	915	1,500	1,700
440-315-539200-538	DEPRECIATION	182,079		152,503		
440-315-563370-538	IMPROVEMENTS-STORM WATER DRAINAGE	141,793	9,046	13,434	9,046	
440-315-564300-538	EQUIPMENT & MACHINERY-COMPUTERS					1,200
440-315-564320-538	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
440-315-564520-538	EQUIPMENT & MACHINERY-TRUCK					
440-315-564700-538	EQUIPMENT & MACHINERY-EQUIPMENT		5,000		5,000	5,000
440-315-564999-538	CONTRA EXPENSE	(141,793)				
440-315-571890-538	DEBT SERVICE PRINCIPAL-STORM WATER		183,997	183,988	183,997	183,997
440-315-572890-538	DEBT SERVICE INTEREST-STORM WATER	32,932	28,559	28,568	28,559	28,559
440-315-591001-538	ENTERPRISE TRANSFER TO GENERAL		20,593	17,161	12,486	20,593
440-315-591001-581	ENTERPRISE TRANSFER TO GENERAL					
440-315-591103-538	TRANSFER TO ROAD AND BRIDGE		12,000	10,000	12,000	12,000
440-315-599000-538	CONTINGENCY		12,020		20,000	30,000
450-000-331400-331	FEDERAL GRANT-PERKINS					
450-000-331501-331	FEDERAL GRANT-FEMA					
450-000-334311-334	STATE GRANT-EMPA COMPETITIVE					
450-000-341903-341	FEES-MERCHANT					
450-000-343300-343	SERVICE CHARGE-WATER UTILITY	5,607,998	5,424,224	4,572,383	5,300,000	5,486,000
450-000-343500-343	SERVICE CHARGE-SEWER/WASTEWATER UTI	6,838,067	7,093,216	5,641,667	6,700,000	6,960,000
450-000-343600-343	SERVICE CHARGE-WATER/SEWER-METER FEI	9,445	5,000	5,855	5,000	5,000
450-000-343900-343	SERVICE CHARGE-OTHER	154				
450-000-343901-000	INCORRECT ACCOUNT NUMBER					
450-000-343901-343	SERVICE CHARGE-MISCELLANEOUS	126,382	200,000	13,345	10,000	150,000
450-000-343902-343	SERVICE CHARGE-BUILDERS DAMAGE					
450-000-343903-343	SERVICE CHARGE-BILLING	102,881	100,000	88,990	106,501	100,000
450-000-349003-349	FEES-ENGINEER INSPECTION	71,364	25,000	59,009		25,000
450-000-364000-364	SALE OF FIXED ASSETS					
450-000-366700-366	CONTRIBUTION-DEVELOPERS & OTHERS	330,887				
450-000-369300-369	SETTLEMENT			200,000		

450-000-369900-369	OTHER MISCELLANEOUS REVENUES	(3,414)	4,000				
450-000-369903-369	CASH OVERAGES/SHORTAGES						
450-000-369906-369	BMS REVENUE	13,000	13,000	13,000	13,000	13,000	
450-000-369907-369	INSURANCE REIMBURSEMENT	18	10,000	9,900	9,900		
450-000-381001-381	INTER-FUND GROUP TRSF IN-GENERAL	414,873					
450-000-381300-381	INTER-FUND GROUP TRSF IN-CAPITAL PROJ	417,230	417,230	347,692	417,230	417,230	
450-000-381452-381	INTER-FUND GROUP TRSF IN-R & R						
450-000-381453-381	INTER-FUND GROUP TRSF IN-CAPITAL IMPRO						
450-000-382452-382	CONTRIBUTION FROM R & R						
450-000-382453-382	CONTRIBUTION FROM CAPITAL IMPROVEMENTS						
450-000-384000-384	DEBT PROCEEDS						
450-000-389100-389	PROPRIETARY-INTEREST	35,727	40,000	(695)	20,000	15,000	
450-000-389980-389	APPROPRIATION FROM RETAINED EARNINGS		198,096				
450-000-591440-581	ENTERPRISE TRANSFER TO STORMWATER FUND						
450-000-999999-000	SYSTEM CLEARING						
450-910-512100-533	SALARIES-REGULAR	609,815	599,444	522,493	606,203	616,600	
450-910-514000-533	SALARIES-OVERTIME	19,751	36,000	4,607	15,000	30,000	
450-910-515100-533	SPECIAL PAY-HOLIDAY						
450-910-515200-533	SPECIAL PAY-LONGEVITY						
450-910-515300-533	SPECIAL PAY-INCENTIVE & EDUCATION						
450-910-515600-533	SPECIAL PAY-CAR ALLOWANCE						
450-910-515700-533	SPECIAL PAY-CELL PHONE	1,680	1,680	872	1,680	1,680	
450-910-515800-533	SPECIAL PAY-UNIFORMS						
450-910-521100-000	BENEFITS-FICA	45,543	45,471	36,908	46,859	47,169	
450-910-521200-000	BENEFITS-RETIREMENT	297,090	147,952	110,768	146,897	128,885	
450-910-521300-000	BENEFITS-GROUP INSURANCE	200,868	190,155	155,013	209,000	208,010	
450-910-521400-000	BENEFITS-WORKERS COMPENSATION	10,797	9,349	7,979	11,542	9,582	
450-910-521600-000	BENEFITS-MEDICAL	38	1,270	1,001	2,022	1,000	
450-910-531190-533	PROFESSIONAL SERVICES-MISCELLANEOUS		120	74	120	120	
450-910-531210-533	CASUAL & CONTRACT LABOR						
450-910-531290-533	CONTRACTUAL SERVICES	28,159	178,000	74,530	153,000	160,000	
450-910-532310-533	RENTAL-EQUIPMENT	1,298	2,000		2,000	2,000	
450-910-532491-533	EDUCATION & REGISTRATION	1,154	2,500	2,181	2,500	2,500	
450-910-532542-533	DUES & MEMBERSHIPS						
450-910-534130-533	REPAIRS-VEHICLE	19,143	18,000	16,489	14,000	18,000	
450-910-534441-533	MAINTENANCE-MAINS	45,235	60,000	22,243	55,000	55,000	
450-910-534444-533	REPAIRS & MAINTENANCE-WATER						
450-910-534450-533	MAINTENANCE-STRUCTURES	5,914	7,500	2,355	6,000	7,500	
450-910-534710-533	REPAIRS-ROAD & DRAINAGE	104,069	113,432	84,055	80,000	85,000	
450-910-535141-533	SUPPLIES-LANDSCAPING	1,007	3,000	1,652	3,000	3,500	
450-910-535210-533	SUPPLIES-UNIFORMS	2,881	3,600	1,723	3,300	3,600	
450-910-535310-533	SUPPLIES-CHEMICALS	3,595	4,000	2,111	4,000	5,000	
450-910-535311-533	SUPPLIES-LAB						
450-910-535351-533	SUPPLIES-WATER METERS & FITTINGS	499,026	602,643	23,126	100,000	150,000	
450-910-535410-533	SUPPLIES-SAFETY EQUIPMENT	4,227	5,000	5,606	5,000	5,000	
450-910-535420-533	SUPPLIES-MINOR TOOLS	5,046	7,000	5,111	7,000	7,000	
450-910-535620-533	SUPPLIES-GAS & OIL	20,929	19,000	18,041	17,467	19,000	
450-910-563419-533-0	IMPROVEMENTS-WATER MAIN REPLACEMENT						
450-910-563431-533	IMPROVEMENTS-METERS (MONTERRA)						
450-910-564300-533	EQUIPMENT & MACHINERY-COMPUTERS		3,540	1,956	1,140	2,500	
450-910-564520-533	EQUIPMENT & MACHINERY-TRUCK		250,000		236,000		
450-910-564700-533	EQUIPMENT & MACHINERY-EQUIPMENT		39,000	20,186	39,000	100,000	
450-910-564710-533	EQUIPMENT & MACHINERY-POWER TOOLS	2,880	8,000	5,480	8,000	8,000	
450-910-564720-533	EQUIPMENT & MACHINERY-METERS						
450-910-564740-533	EQUIPMENT & MACHINERY-HYDRANTS	319	8,000	3,707	5,000	6,000	
450-910-564999-533	CONTRA EXPENSE	(2,880)					
450-911-512100-533	SALARIES-REGULAR	561,116	538,955	430,031	538,955	539,590	
450-911-512200-533	SALARIES-OTHER						
450-911-514000-533	SALARIES-OVERTIME	37,986	40,000	10,049	40,000	40,000	
450-911-515100-533	SPECIAL PAY-HOLIDAY						
450-911-515200-533	SPECIAL PAY-LONGEVITY						
450-911-515600-533	SPECIAL PAY-CAR ALLOWANCE						
450-911-515700-533	SPECIAL PAY-CELL PHONE	1,260	1,260	1,018	1,260	1,260	
450-911-515800-533	SPECIAL PAY-UNIFORMS						
450-911-521100-000	BENEFITS-FICA	44,377	41,036	28,670	41,036	41,278	
450-911-521200-000	BENEFITS-RETIREMENT	251,664	124,535	82,240	124,535	126,654	
450-911-521300-000	BENEFITS-GROUP INSURANCE	178,349	164,551	129,904	164,551	190,357	
450-911-521400-000	BENEFITS-WORKERS COMPENSATION	9,424	8,586	6,335	8,586	8,800	
450-911-521600-000	BENEFITS-MEDICAL						
450-911-531190-533	PROFESSIONAL SERVICES-MISCELLANEOUS		100	74	100	100	
450-911-531210-533	CASUAL & CONTRACT LABOR	12,060	12,100	9,045	12,100	13,000	
450-911-531240-533	SLUDGE REMOVAL						

450-911-531250-533	TESTING SERVICES	40,192	40,000	20,363	40,000	40,000
450-911-532471-533	PRINTING					
450-911-532491-533	EDUCATION & REGISTRATION	307	4,000	2,149	4,000	4,000
450-911-532542-533	DUES & MEMBERSHIPS					
450-911-533431-533	UTILITIES-ELECTRICITY	252,994	290,000	217,351	290,000	308,000
450-911-533432-533	UTILITIES-WATER & SEWER	379	502	255	502	500
450-911-534130-533	REPAIRS-VEHICLE	1,058	2,500	2,943	2,500	2,500
450-911-534410-533	MAINTENANCE-CONTRACTS	19,610	22,400	13,291	10,000	10,000
450-911-534420-533	MAINTENANCE-ELECTRIC SYSTEMS	2,566	7,000		7,000	7,000
450-911-534442-533	MAINTENANCE-WELLS	16,391	55,000	44,258	25,000	25,000
450-911-534446-533	MAINTENANCE-INSTRUMENTATION	11,464	36,522	25,263	25,000	25,000
450-911-534450-533	MAINTENANCE-STRUCTURES	42,950	59,000	57,825	12,000	100,000
450-911-534460-533	MAINTENANCE-MECHANICAL EQUIPMENT	45,338	35,000	19,578	35,000	38,000
450-911-535210-533	SUPPLIES-UNIFORMS	2,494	3,000	1,482	3,000	2,000
450-911-535310-533	SUPPLIES-CHEMICALS	407,883	430,000	336,534	430,000	430,000
450-911-535311-533	SUPPLIES-LAB	2,289	3,500	4,759	3,500	6,000
450-911-535350-533	SUPPLIES-FILTERS	46,191	35,000	33,216	35,000	36,750
450-911-535410-533	SUPPLIES-SAFETY EQUIPMENT	2,806	3,000	2,861	3,000	3,000
450-911-535420-533	SUPPLIES-MINOR TOOLS	1,337	3,000	1,189	3,000	3,000
450-911-535620-533	SUPPLIES-GAS & OIL	3,956	13,000	11,452	13,000	7,500
450-911-564300-533	EQUIPMENT & MACHINERY-COMPUTERS		4,108	4,107	2,474	
450-911-564520-533	EQUIPMENT & MACHINERY-TRUCK					55,000
450-911-564700-533	EQUIPMENT & MACHINERY-EQUIPMENT	5,056	37,426	23,144	7,926	5,000
450-911-564999-533	CONTRA EXPENSE	(5,056)				
450-930-512100-535	SALARIES-REGULAR	402,805	442,887	326,007	442,887	453,481
450-930-514000-535	SALARIES-OVERTIME	14,243	35,000	6,300	35,000	30,000
450-930-515100-535	SPECIAL PAY-HOLIDAY					
450-930-515200-535	SPECIAL PAY-LONGEVITY					
450-930-515300-535	SPECIAL PAY-INCENTIVE & EDUCATION					
450-930-515600-535	SPECIAL PAY-CAR ALLOWANCE					
450-930-515700-535	SPECIAL PAY-CELL PHONE	420	420	339	420	420
450-930-515800-535	SPECIAL PAY-UNIFORMS					
450-930-521100-000	BENEFITS-FICA	32,250	33,529	22,321	33,529	34,691
450-930-521200-000	BENEFITS-RETIREMENT	178,962	79,815	61,015	79,815	85,361
450-930-521300-000	BENEFITS-GROUP INSURANCE	115,598	110,955	69,067	110,955	95,220
450-930-521400-000	BENEFITS-WORKERS COMPENSATION	5,395	5,953	4,251	5,953	6,101
450-930-521600-000	BENEFITS-MEDICAL					
450-930-531190-535	PROFESSIONAL SERVICES-MISCELLANEOUS		100		100	
450-930-531290-535	CONTRACTUAL SERVICES					
450-930-532491-535	EDUCATION & REGISTRATION	850	3,000	1,471	3,000	2,500
450-930-533431-535	UTILITIES-ELECTRICITY	83,434	90,000	68,060	90,000	99,000
450-930-533432-535	UTILITIES-WATER & SEWER	15,321	10,030	7,293	10,030	13,000
450-930-534130-535	REPAIRS-VEHICLE	13,718	23,000	21,038	17,000	19,000
450-930-534441-535	MAINTENANCE-MAINS	39,252	65,000	6,093	65,000	60,000
450-930-534443-535	MAINTENANCE-LIFT STATIONS	243,164	230,000	152,244	230,000	230,000
450-930-534444-535	REPAIRS & MAINTENANCE-WATER	6,280	7,400	6,747	6,000	6,000
450-930-534460-535	MAINTENANCE-MECHANICAL EQUIPMENT	1,806	1,860	620	3,000	3,000
450-930-534710-535	REPAIRS-ROAD & DRAINAGE					
450-930-535210-535	SUPPLIES-UNIFORMS	2,882	4,000	1,723	4,000	3,500
450-930-535310-535	SUPPLIES-CHEMICALS	5,532	7,500	5,886	7,500	8,500
450-930-535410-535	SUPPLIES-SAFETY EQUIPMENT	3,313	4,000	4,216	4,000	5,000
450-930-535420-535	SUPPLIES-MINOR TOOLS	213	5,000	2,167	5,000	5,000
450-930-535620-535	SUPPLIES-GAS & OIL	11,727	16,000	13,229	16,000	15,000
450-930-562600-535	BUILDINGS-SHEDS					
450-930-564300-535	EQUIPMENT & MACHINERY-COMPUTERS		1,200	817	1,200	2,500
450-930-564520-535	EQUIPMENT & MACHINERY-TRUCK		130,000		130,000	
450-930-564700-535	EQUIPMENT & MACHINERY-EQUIPMENT	59,500	110,000		110,000	135,000
450-930-564728-535	EQUIPMENT & MACHINERY-SEWER CAMERA		70,000		70,000	
450-930-564999-535	CONTRA EXPENSE	(59,500)				
450-931-512100-535	SALARIES-REGULAR	382,840	373,224	331,659	373,224	371,000
450-931-514000-535	SALARIES-OVERTIME	34,361	35,000	6,447	35,000	25,000
450-931-515100-535	SPECIAL PAY-HOLIDAY	245				
450-931-515200-535	SPECIAL PAY-LONGEVITY					
450-931-515300-535	SPECIAL PAY-INCENTIVE & EDUCATION					
450-931-515700-535	SPECIAL PAY-CELL PHONE	420	420	339	420	420
450-931-515800-535	SPECIAL PAY-UNIFORMS					
450-931-521100-000	BENEFITS-FICA	30,867	28,241	23,538	28,241	28,403
450-931-521200-000	BENEFITS-RETIREMENT	178,628	76,210	61,409	76,210	79,756
450-931-521300-000	BENEFITS-GROUP INSURANCE	132,142	128,178	86,973	128,178	140,765
450-931-521400-000	BENEFITS-WORKERS COMPENSATION	5,622	4,627	3,843	4,627	5,762
450-931-521600-000	BENEFITS-MEDICAL					
450-931-531190-535	PROFESSIONAL SERVICES-MISCELLANEOUS		100		100	100

450-931-531210-535	CASUAL & CONTRACT LABOR	12,060	12,100	9,045	12,100	12,000
450-931-531240-535	SLUDGE REMOVAL	130,356	150,000	88,182	150,000	150,000
450-931-531245-535	OCEAN DISPOSAL CHARGES	20,182	25,000	20,480	25,000	25,000
450-931-531250-535	TESTING SERVICES	31,941	38,000	16,846	38,000	38,000
450-931-532491-535	EDUCATION & REGISTRATION	363	3,000	2,071	3,000	3,000
450-931-533431-535	UTILITIES-ELECTRICITY	229,862	275,000	196,361	275,000	302,500
450-931-534130-535	REPAIRS-VEHICLE	1,929	3,000	946	3,000	3,000
450-931-534420-535	MAINTENANCE-ELECTRIC SYSTEMS		2,000		2,000	2,000
450-931-534446-535	MAINTENANCE-INSTRUMENTATION	6,711	10,500	2,973	10,500	10,500
450-931-534450-535	MAINTENANCE-STRUCTURES	2,307	12,000	1,959	12,000	12,000
450-931-534460-535	MAINTENANCE-MECHANICAL EQUIPMENT	26,322	35,000	21,155	35,000	35,000
450-931-535141-535	SUPPLIES-LANDSCAPING					
450-931-535210-535	SUPPLIES-UNIFORMS	2,391	3,000	1,482	3,000	3,000
450-931-535310-535	SUPPLIES-CHEMICALS	110,512	140,000	77,017	140,000	150,000
450-931-535311-535	SUPPLIES-LAB	344	2,500	1,302	2,500	2,500
450-931-535410-535	SUPPLIES-SAFETY EQUIPMENT	3,869	2,500	2,312	2,500	2,500
450-931-535420-535	SUPPLIES-MINOR TOOLS	324	2,000	428	2,000	2,000
450-931-535620-535	SUPPLIES-GAS & OIL	850	1,200	778	1,200	1,200
450-931-564300-535	EQUIPMENT & MACHINERY-COMPUTERS					
450-931-564520-535	EQUIPMENT & MACHINERY-TRUCK					
450-931-564700-535	EQUIPMENT & MACHINERY-EQUIPMENT	24,450	41,500	8,642	25,000	10,000
450-931-564724-535	EQUIPMENT & MACHINERY		66,456			
450-931-564999-535	CONTRA EXPENSE	(24,450)				
450-931-567320-535	ROAD IMPROVEMENTS-LANDSCAPING					
450-940-512100-536	SALARIES-REGULAR	179,554	190,748	151,558	190,748	194,496
450-940-512200-536	SALARIES-OTHER	46,702	48,501	36,302	48,501	48,501
450-940-514000-536	SALARIES-OVERTIME	561	2,500	348	2,500	2,500
450-940-515100-536	SPECIAL PAY					
450-940-515200-536	SPECIAL PAY-LONGEVITY					
450-940-515700-536	SPECIAL PAY-CELL PHONE					
450-940-515800-536	SPECIAL PAY-UNIFORMS	(115)				
450-940-521100-000	BENEFITS-FICA	17,960	18,169	13,104	18,169	18,143
450-940-521200-000	BENEFITS-RETIREMENT	75,523	43,143	26,223	43,143	35,482
450-940-521300-000	BENEFITS-GROUP INSURANCE	49,328	46,103	42,253	46,103	50,876
450-940-521400-000	BENEFITS-WORKERS COMPENSATION	969	935	705	935	993
450-940-521600-000	BENEFITS-MEDICAL	38				
450-940-531100-536	PROFESSIONAL SERVICES					
450-940-531190-536	PROFESSIONAL SERVICES-MISCELLANEOUS	954	6,120		6,120	6,120
450-940-531226-536	FEES-ONLINE					
450-940-531227-536	FEES-MERCHANT					
450-940-531228-536	FEES-PAYMODE CONCENTRATOR	4,892	5,000	3,469	5,000	5,000
450-940-531230-536	METER READING					
450-940-532401-536	TRAVEL & PER DIEM		200		200	
450-940-532471-536	PRINTING	8,221	10,000	8,957	10,000	10,000
450-940-532491-536	EDUCATION & REGISTRATION		5,850		5,850	1,000
450-940-532542-536	DUES & MEMBERSHIPS		50		50	100
450-940-533411-536	UTILITIES-TELEPHONE, INTERNET, CABLE	2,999				
450-940-534110-536	REPAIRS-EQUIPMENT		200		200	200
450-940-534120-536	REPAIRS-OFFICE EQUIPMENT					
450-940-534130-536	REPAIRS-VEHICLE	376	1,020	443	1,020	1,050
450-940-534410-536	MAINTENANCE-CONTRACTS	7,421	7,645	7,562	7,645	7,500
450-940-535110-536	SUPPLIES-OFFICE	1,731	2,040	798	2,040	2,040
450-940-535185-536	SUPPLIES-SPECIAL	135	500		500	500
450-940-535210-536	SUPPLIES-UNIFORMS	311	500	196	500	500
450-940-535410-536	SUPPLIES-SAFETY EQUIPMENT	300	500	300	500	500
450-940-535420-536	SUPPLIES-MINOR TOOLS					
450-940-535620-536	SUPPLIES-GAS & OIL	1,586	2,200	1,176	2,200	2,200
450-940-536612-536	PROGRAM EXPENSE-UTILITY ASSISTANCE	600	1,000	600	1,000	1,000
450-940-564200-536	EQUIPMENT & MACHINERY-FURNITURE & EQUIP					
450-940-564300-536	EQUIPMENT & MACHINERY-COMPUTERS		2,400		2,400	
450-940-564320-536	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
450-940-564520-536	EQUIPMENT & MACHINERY-TRUCK					
450-940-564700-536	EQUIPMENT & MACHINERY-EQUIPMENT					
450-940-564999-536	CONTRA EXPENSE					
450-950-512100-536	SALARIES-REGULAR	513,343	509,632	437,484	509,632	498,660
450-950-514000-536	SALARIES-OVERTIME		500		500	500
450-950-515100-536	SPECIAL PAY					
450-950-515200-536	SPECIAL PAY-LONGEVITY					
450-950-515600-536	SPECIAL PAY-CAR ALLOWANCE			67		
450-950-515700-536	SPECIAL PAY-CELL PHONE	2,520	2,520	2,036	2,520	2,520
450-950-515800-536	SPECIAL PAY-UNIFORMS					
450-950-521100-000	BENEFITS-FICA	37,319	37,194	26,517	37,194	38,148

450-950-521200-000	BENEFITS-RETIREMENT	444,459	96,153	69,108	96,153	92,294
450-950-521300-000	BENEFITS-GROUP INSURANCE	126,902	118,694	96,653	118,694	123,050
450-950-521301-000	BENEFITS-GROUP INSURANCE (RETIREEES)					
450-950-521400-000	BENEFITS-WORKERS COMPENSATION	6,954	6,083	5,124	6,083	6,235
450-950-521500-000	BENEFITS-UNEMPLOYMENT COMPENSATION					
450-950-531100-536	PROFESSIONAL SERVICES	142,375	80,000	54,700	60,000	70,000
450-950-531130-536	PROFESSIONAL SERVICES-ENGINEERING	66,640	108,233	57,348	30,000	80,000
450-950-531150-536	PROFESSIONAL SERVICES-LEGAL		5,000		5,000	5,000
450-950-531170-536	PROFESSIONAL SERVICES-ACCOUNTING/AUI	8,063	11,250	7,000	11,250	11,250
450-950-531190-536	PROFESSIONAL SERVICES-MISCELLANEOUS					
450-950-531230-536	METER READING					
450-950-531290-536	CONTRACTUAL SERVICES	66,070	125,000	98,491	125,000	170,000
450-950-531320-536	ADMINISTRATIVE EXPENSE					
450-950-531325-536	FEES-REGULATORY	25,481	36,000	11,951	36,000	36,000
450-950-532310-536	RENTAL-EQUIPMENT	7,739	8,450	5,394	8,450	7,500
450-950-532401-536	TRAVEL & PER DIEM	1,149	5,500	44	5,500	6,000
450-950-532471-536	PRINTING	520	600	336	600	600
450-950-532491-536	EDUCATION & REGISTRATION	65	1,300	372	1,300	1,300
450-950-532492-536	ADVERTISING					
450-950-532510-536	INSURANCE-LIABILITY	376,055	459,769	336,364	459,769	483,488
450-950-532542-536	DUES & MEMBERSHIPS	7,278	7,500	6,259	7,500	7,500
450-950-533411-536	UTILITIES-TELEPHONE, INTERNET, CABLE	44,860	46,523	34,965	46,523	44,000
450-950-534120-536	REPAIRS-OFFICE EQUIPMENT		1,000	500	1,000	1,000
450-950-534130-536	REPAIRS-VEHICLE	1,728	2,000	186	2,000	2,000
450-950-534160-536	REPAIRS-BUILDING & PROPERTY	20,344	20,000	8,351	12,000	14,000
450-950-534210-536	MAINTENANCE-COMMUNICATIONS		800		800	800
450-950-534410-536	MAINTENANCE-CONTRACTS	7,970	8,700	5,906	8,700	8,700
450-950-535110-536	SUPPLIES-OFFICE	5,333	9,600	6,270	9,600	9,500
450-950-535120-536	SUPPLIES-CUSTODIAL	2,986	3,500	1,565	3,500	3,500
450-950-535160-536	SUPPLIES-DATA PROCESSING	1,357	3,100	933	3,100	3,100
450-950-535170-536	POSTAGE	34,661	38,000	10,342	38,000	38,000
450-950-535190-536	SUPPLIES-OTHER	998	1,000	461	1,000	1,000
450-950-535410-536	SUPPLIES-SAFETY EQUIPMENT	450	500	450	500	500
450-950-535620-536	SUPPLIES-GAS & OIL	1,874	2,400	1,229	2,400	2,400
450-950-536400-536	HURRICANE EXPENSE					
450-950-536401-536	MUTUAL AID EXPENSES					
450-950-536402-536						
450-950-536611-536	PROGRAM EXPENSE-WATER CONSERVATION	24,706	26,000		26,000	29,100
450-950-536613-536	PROGRAM EXPENSE-EQUIPMENT REPLACEMENT					
450-950-536800-536	FIXED ASSETS-LOSS & DISPOSITION					
450-950-539100-519	DONATIONS	2,500				
450-950-539200-536	DEPRECIATION	527,728		439,773		
450-950-539400-536	BAD DEBT	8,076				
450-950-549100-536	FINANCE COSTS					
450-950-564200-536	EQUIPMENT & MACHINERY-FURNITURE & EQUIP		3,612	3,612		
450-950-564300-536	EQUIPMENT & MACHINERY-COMPUTERS		1,200	817	1,200	
450-950-564320-536	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS		200,000		200,000	
450-950-564520-536	EQUIPMENT & MACHINERY-TRUCK					
450-950-564700-536	EQUIPMENT & MACHINERY-EQUIPMENT					
450-950-564999-536	CONTRA EXPENSE					
450-950-566000-536	BUILDING IMPROVEMENTS-BUILDINGS		135,000		135,000	70,000
450-950-571200-536	DEBT SERVICE PRINCIPAL-REVENUE BOND					
450-950-571850-536	DEBT SERVICE PRINCIPAL-DEEP WELL (01)					
450-950-571891-536	DEBT SERVICE PRINCIPAL-W & S PROJ (05)					
450-950-572200-536	DEBT SERVICE INTEREST-REVENUE BOND					
450-950-572850-536	DEBT SERVICE INTEREST-DEEP WELL (01)					
450-950-572891-536	DEBT SERVICE INTEREST-W & S PROJ (05)					
450-950-573200-536	AGENT FEE-REVENUE BOND					
450-950-591001-536	ENTERPRISE TRANSFER TO GENERAL	788,219	1,574,675	1,312,229	1,574,675	1,574,675
450-950-591001-581	ENTERPRISE TRANSFER TO GENERAL					
450-950-591103-581	ENTERPRISE TRANSFER TO ROAD & BRIDGE		17,302	14,418	17,302	17,302
450-950-591200-536	ENTERPRISE TRANSFER TO DEBT SERVICE					
450-950-591300-536	ENTERPRISE TRANSFER TO CAPITAL PROJECTS					
450-950-591300-581	ENTERPRISE TRANSFER TO CAPITAL PROJECTS					
450-950-591440-581	ENTERPRISE TRANSFER TO STORMWATER FUND					
450-950-591452-536	ENTERPRISE TRANSFER TO R & R					
450-950-591452-581	ENTERPRISE TRANSFER TO R & R					
450-950-591453-536	ENTERPRISE TRANSFER TO CAPITAL IMPROV	4,623,000	1,873,300	1,561,083	1,873,300	1,710,000
450-950-591453-581	ENTERPRISE TRANSFER TO CAPITAL IMPROVMNT					
450-950-599000-536	CONTINGENCY		84,298		300,000	300,000
452-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWER					
452-000-381452-381	INTER-FUND GROUP TRSF IN-R & R					

452-000-382450-382	CONTRIBUTION FROM WATER & SEWER					
452-000-389100-389	PROPRIETARY-INTEREST	2,813		(28)		
452-000-389980-389	APPROPRIATION FROM RETAINED EARNINGS		130,961			
452-000-539200-536	DEPRECIATION					
452-950-531130-536	PROFESSIONAL SERVICES-ENGINEERING	14,136	130,961	38,276		
452-950-534444-536	REPAIRS & MAINTENANCE-WATER					
452-950-534445-536	REPAIRS & MAINTENANCE-SEWER					
452-950-564730-536	EQUIPMENT & MACHINERY-GENERATOR					
452-950-564999-536	CONTRA EXPENSE					
452-950-591450-536	ENTERPRISE TRANSFER TO WATER & SEWER					
452-950-593453-581	TRANSFER TO WATER & SEWER					
453-000-324210-324	IMPACT FEES-RESIDENT-PHYS ENV(CIAC)	28,952	25,000	6,149	25,000	20,000
453-000-334311-334	STATE GRANT-EMPA COMPETITIVE					
453-000-334312-334	STATE GRANT-DEP					
453-000-337310-337	GRANT-SFWMD WATER DISTRIBUTION					
453-000-364000-364	SALE OF FIXED ASSETS					
453-000-366700-366	CONTRIBUTION-DEVELOPERS & OTHERS	7,865				
453-000-381450-381	INTER-FUND GROUP TRSF IN-WATER/SEWEF	4,623,000	1,873,300	1,561,083	1,873,300	1,670,000
453-000-381452-381	INTER-FUND GROUP TRSF IN-R & R					
453-000-382450-382	CONTRIBUTION FROM WATER & SEWER					
453-000-384000-384	DEBT PROCEEDS					
453-000-389100-389	PROPRIETARY-INTEREST	44,746	10,000	(1,570)	10,000	20,000
453-000-389980-389	APPROPRIATION FROM RETAINED EARNINGS		3,576,303			
453-910-531130-533	PROFESSIONAL SERVICES-ENGINEERING					
453-910-534710-533-1	MILL & RESURFACE TIMBERLAKE ST					
453-910-534710-533-1	REPAIRS-ROAD & DRAINAGE					
453-910-536900-533	PRIOR YEAR EXPENSE					
453-910-563130-533-1	DEMOLISH EAST PLANT TNK/PUMP STATION					
453-910-563310-533-1	IMPROVEMENTS-PARKS					
453-910-563419-533	IMPROVEMENTS-WATER MAIN REPLACEMENT					
453-910-563421-533-0	IMPROVEMENTS-WATER MAIN EXTENSION					
453-910-563422-533	IMPROVEMENTS-WATER DISTRIBUTION					
453-910-563423-533	IMPROVEMENTS-CHLORINE SYSTEM PHASE 1					
453-910-563426-533	IMPROVEMENTS-ROYAL PALM					
453-910-563430-533	IMPROVEMENTS-FIELD CREW BUILDING					
453-910-563431-533	IMPROVEMENTS-METERS (MONTERRA)					
453-910-563432-533	IMPROVEMENTS-PUMP STATION WATER TANK					
453-910-563610-533-1	SERVICE LINES REPLACEMENT FLAMINGO TOWNH					250,000
453-910-564720-533	EQUIPMENT & MACHINERY-METERS					
453-910-564999-533	CONTRA EXPENSE					
453-911-563420-533	IMPROVEMENTS-MEMBRANE SOFT'G WTP-PHASE 2					200,000
453-911-563421-533	IMPROVEMENTS-WATER MAIN EXTENSION					
453-911-563422-533	IMPROVEMENTS-WATER DISTRIBUTION		660,000		660,000	660,000
453-911-563423-533	IMPROVEMENTS-CHLORINE SYSTEM PHASE	950,361	62,748	62,748		
453-911-563427-533	IMPROVEMENTS-WATER STORAGE TANK					
453-911-563428-533	IMPROVEMENTS-FUEL STORAGE TANK					
453-911-563432-533	IMPROVEMENTS-PUMP STATION WATER TANK					
453-911-563434-533-1	IMPROVEMENTS-CHEMICAL STORAGE TANK					
453-911-563513-533	IMPROVEMENTS-WATER PLANT (MECHANICAL)					
453-911-564320-533-1	PLC & SCADA SYSTEM					
453-911-564320-533-1	CONTROL SOFTWARE					
453-911-564700-533-1	EQUIPMENT & MACHINERY-EQUIPMENT					
453-911-564999-533	CONTRA EXPENSE	(950,362)				
453-911-566000-533	BUILDING IMPROVEMENTS-BUILDINGS					
453-911-566400-533	BUILDING IMPROVEMENTS-REROOF FACILITIES					
453-930-561000-535-1	SEPTIC TANK PARCELS (90TH AVE)					
453-930-563150-535	IMPROVEMENTS-LIFT STATIONS	38,856	869,930	551,026	200,000	200,000
453-930-563422-535	IMPROVEMENTS-WATER DISTRIBUTION					
453-930-563425-535	IMPROVEMENTS-SUNRISE INTERCONNECT					
453-930-563432-533	IMPROVEMENTS-PUMP STATION WATER TANK					
453-930-563432-535-1	IMPROVEMENTS -PUMP WATER STATION					
453-930-563610-535	IMPROVEMENTS-WASTEWATER COLLECTIOI	340,620	1,036,000		1,036,000	400,000
453-930-564320-535	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
453-930-564999-535	CONTRA EXPENSE	(379,476)				
453-931-563410-535	IMPROVEMENTS-DEEP WELL		2,843,625	1,731,152		
453-931-563610-535	IMPROVEMENTS-WASTEWATER COLLECTION					
453-931-563611-535	IMPROVEMENTS-INFLUENT METER					
453-931-564726-535-0	EQUIPMENT & MACHINERY-EFLUENT POND LINER					
453-931-564999-535	CONTRA EXPENSE					
453-940-564320-533	EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
453-940-564999-533	CONTRA EXPENSE					
453-950-531130-536	PROFESSIONAL SERVICES-ENGINEERING					

453-950-539200-536 DEPRECIATION	2,705,158		2,254,298		
453-950-562100-536-1 STORAGE BUILDING					
453-950-562400-536 BUILDINGS-TENNIS PAVILION					
453-950-563190-536-1 IMPROVEMENTS-GENERAL PROJECTS					
453-950-563340-536-1 IMPROVEMENTS-PARKING LOT					
453-950-563424-536 IMPROVEMENTS-SECURITY					
453-950-563433-536 IMPROVEMENTS-WATER/WASTEWATER MASTER PLN					
453-950-563511-536 IMPROVEMENTS-RAW WATER PRODUCTION WELL					
453-950-563512-536 IMPROVEMENTS-MEMBRANE SYSTEM PREPURCHASE					
453-950-563513-536 IMPROVEMENTS-WATER PLANT (MECHANICAL)					
453-950-563514-536 IMPROVEMENTS-WATER PLANT (ELECTRICAL)					
453-950-563515-536 IMPROVEMENTS-WTPE (MISC INSTRUMENTATION)					
453-950-563610-536 IMPROVEMENTS-WASTEWATER COLLECTION					
453-950-564300-536 EQUIPMENT & MACHINERY-COMPUTERS					
453-950-564320-536 EQUIPMENT & MACHINERY-SOFTWARE PROGRAMS					
453-950-564520-536 EQUIPMENT & MACHINERY-TRUCK					
453-950-564999-536 CONTRA EXPENSE					
453-950-566900-536 BUILDING IMPROVEMENTS-OTHER					
453-950-581001-581 INTERFUND TRANSFERS OUT		12,300	10,250	12,300	
453-950-590100-950 REFUND PRIOR YEAR CONTRIBUTION					
453-950-591450-536 ENTERPRISE TRANSFER TO WATER & SEWER					
453-950-591450-581 ENTERPRISE TRANSFER TO WATER & SEWER					
453-950-593453-581 TRANSFER TO WATER & SEWER					
453-950-599000-536 CONTINGENCY					
ESTIMATED REVENUES - ALL FUNDS	64,036,684	62,474,476	51,539,255	57,353,753	58,522,130
APPROPRIATIONS - ALL FUNDS	59,463,223	62,274,164	45,456,935	56,222,947	58,303,595
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS	4,573,461	200,312	6,082,320	1,130,806	218,535
BEGINNING FUND BALANCE - ALL FUNDS	61,078,954	65,810,118	65,810,118	65,810,118	66,941,051
FUND BALANCE ADJUSTMENTS - ALL FUNDS	157,693	127	127	127	
ENDING FUND BALANCE - ALL FUNDS	65,810,108	66,010,557	71,892,565	66,941,051	67,159,586

# FY 2022 DRAFT PROPOSED BUDGET



# FY 2022 PROPOSED BUDGET

Meeting Date: 07/27/2021 Item #3.

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- » Still refining – Status as of now
- » What this budget does:
  - ◇ Accounts for increase in BSO under the May 21, 2021 consideration letter (Being negotiated)
  - ◇ Provides for:
    - ◇ Up to 2% merit increase and 2% COLA
    - ◇ Health insurance Increase of 1%
    - ◇ Accounts for inflationary costs in electricity, fuel and other items
- » New Major initiatives:
  - ◇ Launches a revitalization and beautification program
  - ◇ New E- permitting platform
  - ◇ Potential process to transition Cooper City Police services
  - ◇ GIS upgrades throughout the City
- » Potential ARPA Projects
  - ◇ ARPA revenue funds are not included, however potential ARPA projects are identified

# FY 22 GENERAL FUND MAJOR EXPENDITURE ENHANCEMENTS

Meeting Date: 07/27/2021 Item #3.

## Included in Proposed Budget

» Police Department Transition	\$210,000
» Revitalization & Beautification	\$170,000
» Accountant – Potential ARPA % reimbursement	\$104,000
» Up to a 2% Merit for FTEs + 2% COLA	\$84,000
» Commission Auditor	\$75,000
» Human Resources Pay Study	\$35,000
» Records Management Software – Potential ARPA	\$30,000

## Unfunded - ARPA Dependent

» E-Permitting – Potential ARPA	\$330,000
» Network Switches - Potential ARPA	\$133,927
» Certified System Information Officer (Outsourced)	\$50,000
» Nutanix Cluster - Potential ARPA	\$27,129
» Business Expo Event - Potential ARPA	\$5,500
» Taste of the City - Potential ARPA	\$5,500

# GOVERNMENTAL FUNDS REVENUES & EXPENDITURES

Meeting Date: 07/27/2021 Item #3.

\$	FY 2020	FY 2021	FY 2022		
	Actuals	Adopted Original Budget	Proposed Budget	% Over/ (Under) FY 2021 Amended	\$ Over/ (Under) FY 2022 Proposed
<b>GOVERNMENTAL FUNDS</b>					
<b><u>Revenue</u></b>					
General Fund	40,073,095	38,898,742	39,389,540	1.26%	490,798
Building Inspection Svcs. Fund	1,534,283	1,155,163	1,184,899	2.57%	29,736
Road & Bridge Fund	1,495,435	1,547,000	1,569,821	1.48%	22,821
Police Confiscation Fund	2,779	236,903	20,000	-91.56%	(216,903)
Tree Trust Fund	-	175,791	100,333	-42.92%	(75,458)
Debt Service Fund	-	-	-	-	-
General Fund CIP	1,811,404	596,230	669,207	12.24%	72,977
<b>Total Governmental Revenues</b>	<b>44,916,996</b>	<b>42,609,829</b>	<b>42,933,800</b>	<b>0.76%</b>	<b>323,971</b>
<b><u>Expenditure/Expense</u></b>					
General Fund	37,514,710	38,860,301	39,622,942	1.96%	762,642
Building Inspection Svcs. Fund	1,100,046	1,155,163	1,184,035	2.50%	28,872
Road & Bridge Fund	1,973,308	1,547,000	1,680,360	8.62%	133,360
Police Confiscation Fund	1,700	236,903	20,000	-91.56%	(216,903)
Tree Trust Fund	-	163,500	163,500	-	-
Debt Service Fund	126,294	-	-	-	-
General Fund CIP	604,989	596,230	908,101	110.31%	476,319
<b>Total Governmental Expenditures</b>	<b>41,321,047</b>	<b>42,559,097</b>	<b>43,578,938</b>	<b>2.79%</b>	<b>1,184,290</b>
<b>Governmental Funds Over/Under</b>	<b>3,595,949</b>	<b>50,732</b>	<b>(645,138)</b>	<b>-2.03%</b>	<b>(860,319)</b>

# Proprietary Funds Revenues & Expenditures

Meeting Date: 07/27/2021 Item #3.

\$	FY 2020	FY 2021	FY 2022		
	Actuals	Adopted Original Budget	Proposed Budget	% Over/ (Under) FY 2021 Amended	\$ Over/ (Under) FY 2022 Proposed
<b>PROPRIETARY FUNDS</b>					
<b><u>Revenue</u></b>					
Parking Lot Fund	124,536	152,000	153,000	0.66%	1,000
Stormwater Fund	323,164	528,191	554,100	4.91%	25,939
Water & Sewer Utility Fund	13,964,612	13,331,670	13,171,230	-2.65%	(358,536)
Water/Sewer Ren. & Rep.	-	-	-	0.00%	-
Water & Sewer R&R Fund	2,813	-	-	-100.00%	(130,961)
Water & Sewer CIP	4,704,563	1,908,300	1,710,000	-68.82%	(3,774,603)
<b>Total Proprietary Revenues</b>	<b>19,119,688</b>	<b>15,920,161</b>	<b>15,588,330</b>	<b>-100.00%</b>	<b>(4,237,161)</b>
<b><u>Expenses</u></b>					
Parking Lot Fund	145,647	145,332	147,984	1.82%	2,652
Stormwater Fund	500,830	513,692	528,735	10.54%	50,406
Water & Sewer Utility Fund	14,776,406	13,208,524	12,337,938	-7.96%	(1,067,416)
Water/Sewer Ren. & Rep.	-	-	-	-	-
Water & Sewer R&R Fund	14,136	-	-	-100.00%	(130,961)
Water & Sewer CIP	2,635,247	1,908,300	1,710,000	-68.82%	(3,774,603)
<b>Total Proprietary Expenses</b>	<b>18,072,266</b>	<b>15,775,848</b>	<b>14,724,657</b>	<b>-25.04%</b>	<b>(4,919,922)</b>
<b>Proprietary Funds Over/Under</b>	<b>1,047,422</b>	<b>144,313</b>	<b>863,673</b>	<b>377.40%</b>	<b>682,761</b>

# Millage Rate

Meeting Date: 07/27/2021 Item #3.

	Current Millage	RollBack Rate	<> Between Proposed Current Millage and Rollback Rates
Rate	6.228	5.966	-0.262
Ad Valorem Taxes (Budgeted at 95.88%)	\$20,216,356.00	\$19,365,893.00	(\$850,463.00)

Millage Rate	Revenue	Ad Valorem Taxes 95.88%	Difference from FY 21	
			Adopted Budget	
<b>6.228</b>	<b>21,085,061</b>	<b>20,216,356.93</b>	<b>859,427.93</b>	<b>Proposed</b>
6.128	20,746,509	19,891,752.61	534,823.61	
6.100	20,651,714	19,800,863.40	443,934.40	
6.000	20,313,161	19,476,259.08	119,330.08	
5.990	20,279,306	19,443,798.65	86,869.65	
5.980	20,245,451	19,411,338.22	54,409.22	
5.970	20,211,596	19,378,877.79	21,948.79	
<b>5.966</b>	<b>20,198,053</b>	<b>19,365,893.61</b>	<b>8,964.61</b>	<b>Rollback Rate</b>
5.956	20,164,198	19,333,433.18	(23,495.82)	
5.946	20,130,343	19,300,972.75	(55,956.25)	
5.910	20,008,464	19,184,115.20	(172,813.80)	
5.900	19,974,609	19,151,654.76	(205,274.24)	
5.890	19,940,753	19,119,194.33	(237,734.67)	
5.880	19,906,898	19,086,733.90	(270,195.10)	
5.870	19,873,043	19,054,273.47	(302,655.53)	
5.860	19,839,188	19,021,813.04	(335,115.96)	
5.850	19,805,332	18,989,352.60	(367,576.40)	
5.840	19,771,477	18,956,892.17	(400,036.83)	
5.830	19,737,622	18,924,431.74	(432,497.26)	
5.820	19,703,766	18,891,971.31	(464,957.69)	
5.810	19,669,911	18,859,510.88	(497,418.12)	
5.800	19,636,056	18,827,050.45	(529,878.55)	
5.590	18,925,095	18,145,381.38	(1,211,547.62)	
5.580	18,891,240	18,112,920.95	(1,244,008.05)	
5.570	18,857,385	18,080,460.51	(1,276,468.49)	
5.560	18,823,529	18,048,000.08	(1,308,928.92)	
5.550	18,789,674	18,015,539.65	(1,341,389.35)	
5.556	18,809,987	18,035,015.91	(1,321,913.09)	

# Governmental Funds

\$	FY 2022		
	Proposed Millage 6.228	Proposed Millage 6.000	Rollback Millage 5.966
	Proposed Budget	Proposed Budget	Proposed Budget
<b>GOVERNMENTAL FUNDS</b>			
<b>Revenues</b>			
General Fund	39,389,540	38,649,443	37,882,327
Building Inspection Svcs. Fund	1,184,899	1,184,899	1,184,899
Road & Bridge Fund	1,569,821	1,569,821	1,569,821
Police Confiscation Fund	20,000	20,000	20,000
Tree Trust Fund	100,333	100,333	100,333
Debt Service Fund	-	-	-
General Fund CIP	669,207	669,207	669,207
<b>Total Governmental Revenues</b>	<b>42,933,800</b>	<b>42,193,703</b>	<b>41,426,587</b>
<b>Expenditures</b>			
General Fund	39,622,942	39,622,942	39,622,942
Building Inspection Svcs. Fund	1,184,035	1,184,035	1,514,035
Road & Bridge Fund	1,680,360	1,680,360	1,680,360
Police Confiscation Fund	20,000	20,000	20,000
Tree Trust Fund	163,500	163,500	163,500
Debt Service Fund	-	-	-
General Fund CIP	908,101	908,101	908,101
<b>Total Governmental Expenditures</b>	<b>43,578,938</b>	<b>43,578,938</b>	<b>43,908,938</b>
<b>Over/(Under)</b>	<b>(645,138)</b>	<b>(1,385,235)</b>	<b>(2,482,351)</b>

*Note: The overages will be reduced by \$287,228 for furloughed employee costs fully eligible for ARPA reimbursement.*

# Proprietary Funds Revenues and Expenses

Meeting Date: 07/27/2021 Item #3.

	FY 2022		
	Proposed Millage	Proposed Millage	Rollback Millage
	6.228	6.000	5.966
\$	Proposed Budget	Proposed Budget	Proposed Budget
<b>PROPRIETARY FUNDS</b>			
<b>Revenues</b>			
Parking Lot Fund	153,000	153,000	153,000
Stormwater Fund	554,100	554,100	554,100
Water & Sewer Utility Fund	13,171,230	13,171,230	13,171,230
Water/Sewer Ren. & Rep.	-	-	-
Water & Sewer R&R Fund	-	-	-
Water & Sewer CIP	1,710,000	1,710,000	1,710,000
<b>Total Proprietary Revenues</b>	<b>15,588,330</b>	<b>15,588,330</b>	<b>15,588,330</b>
<b>Expenses</b>			
Parking Lot Fund	147,984	147,984	147,984
Stormwater Fund	528,735	528,735	528,735
Water & Sewer Utility Fund	12,337,938	12,337,938	12,337,938
Water/Sewer Ren. & Rep.	-	-	-
Water & Sewer R&R Fund	-	-	-
Water & Sewer CIP	1,710,000	1,710,000	1,710,000
<b>Total Proprietary Funds</b>	<b>14,724,657</b>	<b>14,724,657</b>	<b>14,724,657</b>
<b>Over/(Under)</b>	<b>863,673</b>	<b>863,673</b>	<b>863,673</b>

# Fire Assessment Preliminary Rates & Revenue Levels

Meeting Date: 07/27/2021 Item #3.

## PRELIMINARY FIRE ASSESSMENT RATES FOR FY 22

## Scenarios

### FY2022 Maximum Rates

Class	Base	Percent Apportioned	Generated By Class	New Maximum Rate Per Class
Commercial	1,550,186	21.98%	1,950,555.06	1.2583
Institutional	228,119	4.77%	423,300.62	1.8556
Vacant Land		0.18%	15,973.61	-
Residential	11,663	54.02%	4,793,857.34	411.0312
Warehouse/Industrial	606,567	0.35%	31,059.79	0.0512
Government/Exempt	999,555	10.59%	939,780.62	0.9402
Y- Exempted NFP's	650,348	8.11%	719,877.28	1.1069
		100.00%	8,874,226.84	
Less: exempt Institutional			(206,743.14)	
Less: exempt Government			(939,780.62)	
Less: exempt Not For Profits			(719,877.28)	
Less: Vacant Lands			(15,973.61)	
			<u>6,991,852.19</u>	

	100%	75%	65%	60%	50%	Current (FY 21 Adopted)
	1.2583	0.9437	0.8179	0.7550	0.6292	0.7211
	1.8556	1.3917	1.2061	1.1134	0.9278	0.9373
	-	-	-	-	-	-
	411.0312	308.2734	267.1703	246.6187	205.5156	227.79
	0.0512	0.0384	0.0333	0.0307	0.0256	0.0355
	0.9402	0.7052	0.6111	0.5641	0.4701	0.5543
	1.1069	0.830175	0.719485	0.66414	0.55345	
	(206,743.14)	(155,057.36)	(134,383.04)	(124,045.88)	(103,371.57)	(501,510.74)
	(939,780.62)	(704,835.47)	(610,857.40)	(563,868.37)	(469,890.31)	(384,160.08)
	(719,877.28)	(539,907.96)	(467,920.23)	(431,926.37)	(359,938.64)	(100,648.97)
	(15,973.61)	(11,980.21)	(10,382.85)	(9,584.17)	(7,986.81)	(8,524.27)
	8,874,226.84	6,655,670.13	5,768,247.45	5,324,536.10	4,437,113.42	4,913,290.20
	(1,882,374.65)	(1,411,780.99)	(1,223,543.52)	(1,129,424.79)	(941,187.33)	(994,843.85)
	<u>6,991,852.19</u>	<u>5,243,889.14</u>	<u>4,544,703.92</u>	<u>4,195,111.31</u>	<u>3,495,926.10</u>	3,918,446.35
	6,712,178.10	5,034,133.58	4,362,915.77	4,027,306.86	3,356,089.05	3,881,850.50



**THANK YOU!**  
**QUESTIONS?**



## CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Finance Department

**SUBJECT:** June 2021 Financial Reports

**BACKGROUND OF ITEM:**

Please see attached June 2021 financial reports, check register from 06/10/2021 through 07/14/2021, and budget transfers to date.

**ATTACHMENTS:**

1. Monthly June 2021 financial reports
2. Check Register 06/10/2021 through 07/14/2021
3. Budget transfer to date

**City of Cooper City**  
**Monthly Financial Reports - Unaudited**  
**For the period from October 1, 2020 through June 30, 2021**



CITY OF  
**Cooper City**  
*Someplace Special*



# City of Cooper City Monthly Financial Reports - Unaudited Table of Contents

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**City of Cooper City**  
**General Fund - Budget to Actual**

**Unaudited**

For the period from October 1, 2020 through June 30, 2021

	Original Budget	Amended Budget	Actuals	Encumbrances	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
<b>Revenues</b>						
Property Taxes	\$ 19,378,929	\$ 19,378,929	\$ 19,176,007	\$ -	\$ 202,922	99.0%
State Pension revenue	493,153	493,153	2,963	-	490,190	0.6%
Franchise Fees and Utility Taxes	5,218,385	5,218,385	3,663,251	-	1,555,134	70.2%
Licenses and Permits	490,000	490,000	(2,479)	-	492,479	-0.5%
Intergovernmental	4,005,011	4,005,011	4,308,575	-	(303,564)	107.6%
Charges for services	6,272,015	6,272,015	4,955,489	-	1,316,526	79.0%
Fines and forfeitures	170,000	170,000	63,747	-	106,253	37.5%
Investment earnings	100,000	100,000	(5,908)	-	105,908	-5.9%
Miscellaneous revenue	193,000	193,000	253,675	-	(60,675)	131.4%
<b>Total Revenues</b>	<u>36,320,493</u>	<u>36,320,493</u>	<u>32,415,320</u>	<u>-</u>	<u>3,905,173</u>	<u>89.2%</u>
<b>Expenditures</b>						
Commission	287,998	287,998	151,286	-	136,712	52.5%
Administration	484,098	484,098	303,422	33,280	147,396	69.6%
City Clerk	644,574	644,574	452,500	9,050	183,025	71.6%
Finance	1,112,948	1,128,856	772,696	16,175	339,985	69.9%
Legal	418,000	423,000	314,082	-	108,918	74.3%
Boards & Committees	12,200	12,200	6,068	-	6,132	49.7%
Debt Service	4,000	4,000	-	-	4,000	0.0%
Nondepartmental	895,858	890,858	1,318,821	45,552	(473,516)	153.2%
Growth Management	368,867	368,867	206,875	-	161,992	56.1%
Code Enforcement	480,750	480,750	356,271	-	124,479	74.1%
Public Works Administration	656,796	656,796	343,039	5,982	307,774	53.1%
Public Works Property Maintenance	521,553	529,053	357,028	12,019	160,006	69.8%
Public Works Parks	1,799,721	1,818,315	1,069,546	121,852	626,918	65.5%
Public Works - Fleet Services	393,131	393,131	259,745	759	132,627	66.3%
Police	15,557,882	15,557,882	9,332,255	55,396	6,170,231	60.3%
Fire	12,079,395	12,082,423	8,380,992	-	3,701,432	69.4%
Recreation	1,803,253	1,803,253	1,092,956	7,276	703,021	61.0%
<b>Total Expenditures</b>	<u>37,521,024</u>	<u>37,566,054</u>	<u>24,717,582</u>	<u>307,341</u>	<u>12,541,132</u>	<u>66.6%</u>
<b>Transfers</b>						
Transfers In	1,971,840	1,971,840	1,478,880	-	492,960	75.0%
Transfers Out	(1,294,247)	(1,294,247)	(970,685)	-	(323,562)	75.0%
<b>Total Transfers</b>	<u>677,593</u>	<u>677,593</u>	<u>508,195</u>	<u>-</u>	<u>169,398</u>	<u>75.0%</u>
Change in Fund Balance	(522,938)	(567,968)	8,205,932			
<b>Fund balance, beginning of year</b>	<u>8,591,400</u>	<u>8,591,400</u>	<u>8,591,400</u>			
<b>Fund balance, end of year</b>	<u>\$ 8,068,462</u>	<u>\$ 8,023,432</u>	<u>\$ 16,797,332</u>			

City of Cooper City  
 Building Services Fund - Budget to Actual  
**Unaudited**  
 For the period from October 1, 2020 through June 30, 2021

	Original Budget	Amended Budget	Actuals	Encumbrances	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
<b>Revenues</b>						
Licenses and Permits	\$ 1,150,663	\$ 1,150,663	\$ 1,280,759	\$ -	\$ (130,096)	111.3%
Investment earnings	1,500	1,500	(148)	-	1,648	-9.9%
Miscellaneous revenue	3,000	3,000	123	-	2,877	4.1%
Total Revenues	<u>1,155,163</u>	<u>1,155,163</u>	<u>1,280,734</u>	<u>-</u>	<u>(125,571)</u>	110.9%
<b>Expenditures</b>						
Building	<u>847,950</u>	<u>847,950</u>	<u>599,062</u>	<u>-</u>	<u>248,888</u>	70.6%
Total Expenditures	<u>847,950</u>	<u>847,950</u>	<u>599,062</u>	<u>-</u>	<u>248,888</u>	70.6%
<b>Other financing (uses)</b>						
Transfers Out	<u>(307,213)</u>	<u>(307,213)</u>	<u>(230,410)</u>	<u>-</u>	<u>-</u>	75.0%
Total other financing (uses)	<u>(307,213)</u>	<u>(307,213)</u>	<u>(230,410)</u>	<u>-</u>	<u>-</u>	75.0%
Change in Fund Balance	-	-	451,262			
Fund balance, beginning of year	<u>434,914</u>	<u>434,914</u>	<u>434,914</u>			
Fund balance, end of year	<u>\$ 434,914</u>	<u>\$ 434,914</u>	<u>\$ 886,176</u>			

City of Cooper City  
 Road & Bridge Fund - Budget to Actual  
**Unaudited**  
 For the period from October 1, 2020 through June 30, 2021

	Original Budget	Amended Budget	Actuals	Encumbrances	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
<b>Revenues</b>						
Intergovernmental	\$ 785,486	\$ 785,486	\$ 586,309	\$ -	\$ 199,177	74.6%
Investment earnings	5,000	5,000	(232)	-	5,232	-4.6%
Total Revenues	<u>790,486</u>	<u>790,486</u>	<u>586,077</u>	<u>-</u>	<u>204,409</u>	74.1%
<b>Expenditures</b>						
Road & Bridge	<u>1,547,000</u>	<u>1,547,000</u>	<u>880,461</u>	<u>159,887</u>	<u>506,653</u>	67.2%
Total Expenditures	<u>1,547,000</u>	<u>1,547,000</u>	<u>880,461</u>	<u>159,887</u>	<u>506,653</u>	67.2%
<b>Other financing sources</b>						
Transfers In	<u>756,514</u>	<u>756,514</u>	<u>567,385</u>	<u>-</u>	<u>189,129</u>	75.0%
Total other financing sources	<u>756,514</u>	<u>756,514</u>	<u>567,385</u>	<u>-</u>	<u>189,129</u>	75.0%
Change in Fund Balance	-	-	273,002			
<b>Fund balance, beginning of year</b>	<u>225,094</u>	<u>225,094</u>	<u>225,094</u>			
<b>Fund balance, end of year</b>	<u>\$ 225,094</u>	<u>\$ 225,094</u>	<u>\$ 498,096</u>			

City of Cooper City  
 Police Confiscation Fund - Budget to Actual  
**Unaudited**  
 For the period from October 1, 2020 through June 30, 2021

	Original Budget	Amended Budget	Actuals	Encumbrances	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
<b>Revenues</b>						
Fines and forfeitures	\$ 24,000	\$ 24,000	\$ 2,184	\$ -	\$ 21,816	9.1%
Investment earnings	2,000	2,000	(19)	-	2,019	-0.9%
Total Revenues	<u>26,000</u>	<u>26,000</u>	<u>2,165</u>	<u>-</u>	<u>23,835</u>	8.3%
<b>Expenditures</b>						
Police	236,903	236,903	88,339	-	148,564	37.3%
Total Expenditures	<u>236,903</u>	<u>236,903</u>	<u>88,339</u>	<u>-</u>	<u>148,564</u>	37.3%
Change in Fund Balance	(210,903)	(210,903)	(86,174)			
<b>Fund balance, beginning of year</b>	<u>210,951</u>	<u>210,951</u>	<u>210,951</u>			
<b>Fund balance, end of year</b>	<u>\$ 48</u>	<u>\$ 48</u>	<u>\$ 124,777</u>			



City of Cooper City  
 Tree Trust Fund - Budget to Actual  
**Unaudited**  
 For the period from October 1, 2020 through June 30, 2021

	Original Budget	Amended Budget	Actuals	Encumbrances	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
<b>Revenues</b>						
Tree Trust	\$ 175,791	\$ 175,791	\$ 263,891	\$ -	\$ (88,100)	150.1%
Investment earnings	-	-	(51)	-		0.0%
Total Revenues	<u>175,791</u>	<u>175,791</u>	<u>263,840</u>	<u>-</u>	<u>(88,100)</u>	150.1%
<b>Expenditures</b>						
Tree Trust Fund	163,500	163,500	57,285	\$ 73,241	32,975	79.8%
Total Expenditures	<u>163,500</u>	<u>163,500</u>	<u>57,285</u>	<u>73,241</u>	<u>32,975</u>	79.8%
Change in Fund Balance	12,291	12,291	206,555			
<b>Fund balance, beginning of year</b>	<u>-</u>	<u>-</u>	<u>-</u>			
<b>Fund balance, end of year</b>	<u>\$ 12,291</u>	<u>\$ 12,291</u>	<u>\$ 206,555</u>			

City of Cooper City  
 Capital Improvement Fund - Budget to Actual  
**Unaudited**  
 For the period from October 1, 2020 through June 30, 2021

	Original Budget	Amended Budget	Actuals	Encumbrances	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
<b>Revenues</b>						
Impact fees	\$ 18,000	\$ 18,000	\$ 28,821	\$ -	\$ (10,821)	160.1%
Investment earnings	2,000	2,000	314	-	1,686	15.7%
Grant revenue	-	-	199,994	-	(199,994)	0.0%
Total Revenues	<u>20,000</u>	<u>20,000</u>	<u>229,129</u>	<u>-</u>	<u>(209,129)</u>	1145.6%
<b>Expenditures</b>						
Capital Improvement	<u>146,000</u>	<u>146,000</u>	<u>89,565</u>	<u>51,983</u>	<u>4,452</u>	97.0%
Total Expenditures	<u>146,000</u>	<u>146,000</u>	<u>89,565</u>	<u>51,983</u>	<u>4,452</u>	97.0%
<b>Other Financing Sources</b>						
Transfers In	<u>576,230</u>	<u>576,230</u>	<u>432,173</u>	<u>-</u>	<u>144,057</u>	75.0%
Transfers Out	<u>(417,230)</u>	<u>(417,230)</u>	<u>(312,923)</u>	<u>-</u>	<u>(104,307)</u>	75.0%
Total Other Financing Sources	<u>159,000</u>	<u>159,000</u>	<u>119,250</u>	<u>-</u>	<u>39,750</u>	75.0%
Change in Fund Balance	33,000	33,000	258,814			
Fund balance, beginning of year	<u>(688,014)</u>	<u>(688,014)</u>	<u>(688,014)</u>			
Fund balance, end of year	<u>\$ (655,014)</u>	<u>\$ (655,014)</u>	<u>\$ (429,200)</u>			

City of Cooper City  
 Parking Lot Fund - Budget to Actual  
**Unaudited**  
 For the period from October 1, 2020 through June 30, 2021

	Original Budget	Amended Budget	Actuals	Encumbrances	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
<b>Revenues</b>						
Charges for services	\$ 151,000	\$ 151,000	\$ 146,844	\$ -	\$ 4,156	97.2%
Investment earnings	1,000	1,000	(14)	-	1,014	-1.4%
Total Revenues	<u>152,000</u>	<u>152,000</u>	<u>146,830</u>	<u>-</u>	<u>5,170</u>	96.6%
<b>Expenditures</b>						
Parking Lot	79,078	79,078	35,029	9,301	34,748	56.1%
Depreciation	-	-	27,698	-	(27,698)	0.0%
Total Expenditures	<u>79,078</u>	<u>79,078</u>	<u>62,726</u>	<u>9,301</u>	<u>7,051</u>	91.1%
<b>Other financing (uses)</b>						
Transfers Out	(66,254)	(66,254)	(49,691)	-	(16,563)	75.0%
Total other financing (uses)	<u>(66,254)</u>	<u>(66,254)</u>	<u>(49,691)</u>	<u>-</u>	<u>(16,563)</u>	75.0%
<b>Change in Net Position</b>	6,668	6,668	34,413			
<b>Net Position, beginning of year</b>	<u>852,484</u>	<u>852,484</u>	<u>852,484</u>			
<b>Net Position, end of year</b>	<u>\$ 859,152</u>	<u>\$ 859,152</u>	<u>\$ 886,897</u>			

City of Cooper City  
Water and Sewer Funds - Budget to Actual  
**Unaudited**  
For the period from October 1, 2020 through June 30, 2021

	Original Budget	Amended Budget	Actuals	Encumbrances	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
<b>Revenues</b>						
Charges for services	\$ 12,847,440	\$ 12,847,440	\$ 9,427,425	\$ -	\$ 3,420,015	73.4%
Impact fees	-	-	6,149	-	(6,149)	0.0%
Investment earnings	40,000	40,000	(2,294)	-	42,294	-5.7%
Miscellaneous revenue	27,000	27,000	222,900	-	(195,900)	825.6%
Total Revenues	<u>12,914,440</u>	<u>12,914,440</u>	<u>9,654,180</u>	<u>-</u>	<u>3,260,260</u>	74.8%
<b>Expenses</b>						
Water Distribution	2,284,241	2,365,656	1,045,242	181,705	1,138,709	51.9%
Water Plant	1,883,025	1,993,681	1,491,560	118,104	384,017	80.7%
Wastewater Transmission	1,680,389	2,356,579	1,271,250	203,541	881,789	62.6%
Wastewater Plant	1,387,800	4,231,425	2,637,324	1,245,687	348,414	91.8%
Customer Service	395,074	395,074	268,729	1,633	124,712	68.4%
Water & Wastewater Administration	2,312,468	2,310,967	1,270,003	165,684	875,281	62.1%
Depreciation	-	-	2,424,664	-	(2,424,664)	0.0%
Total Expenditures	<u>9,942,997</u>	<u>13,653,382</u>	<u>10,408,772</u>	<u>1,916,354</u>	<u>1,328,256</u>	90.3%
<b>Other Financing Sources (Uses)</b>						
Transfers In	417,230	417,230	1,717,898	-	(1,300,668)	411.7%
Transfers Out	(3,477,577)	(3,465,277)	(2,608,183)	-	(857,094)	75.3%
Total Transfers	<u>(3,060,347)</u>	<u>(3,048,047)</u>	<u>(890,285)</u>	<u>-</u>	<u>(2,157,762)</u>	29.2%
<b>Change in Net Position</b>	(88,904)	(3,786,989)	(1,644,877)			
<b>Net Position, beginning of year</b>	<u>51,458,583</u>	<u>51,458,583</u>	<u>51,458,583</u>			
<b>Net Position, end of year</b>	<u>\$ 51,369,679</u>	<u>\$ 47,671,594</u>	<u>\$ 49,813,706</u>			

City of Cooper City  
Stormwater Fund - Budget to Actual  
**Unaudited**  
For the period from October 1, 2020 through June 30, 2021

	Original Budget	Amended Budget	Actuals	Encumbrances	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
<b>Revenues</b>						
Charges for services	\$ 528,191	\$ 528,191	\$ 341,766	\$ -	\$ 186,425	64.7%
Investment earnings	4,000	4,000	(23)	-	4,023	-0.6%
Total Revenues	<u>532,191</u>	<u>532,191</u>	<u>341,743</u>	<u>-</u>	<u>190,448</u>	64.2%
<b>Expenditures</b>						
Stormwater	481,099	516,225	316,630	39,129	160,467	68.9%
Depreciation	-	-	137,253	-	(137,253)	0.0%
Total Expenditures	<u>481,099</u>	<u>516,225</u>	<u>453,883</u>	<u>39,129</u>	<u>23,214</u>	95.5%
<b>Transfers</b>						
Transfers In	-	-	-	-	-	0.0%
Transfers Out	(32,593)	(32,593)	(24,445)	-	(8,148)	75.0%
Total Transfers	<u>(32,593)</u>	<u>(32,593)</u>	<u>(24,445)</u>	<u>-</u>	<u>(8,148)</u>	75.0%
<b>Change in Net Position</b>	18,499	(16,627)	(136,584)			
<b>Net Position, beginning of year</b>	<u>3,474,007</u>	<u>3,474,007</u>	<u>3,474,007</u>			
<b>Net Position, end of year</b>	<u>\$ 3,492,506</u>	<u>\$ 3,457,380</u>	<u>\$ 3,337,423</u>			

**City of Cooper City  
City-Wide Interfund Transfers  
Unaudited**

For the period from October 1, 2020 through June 30, 2021

Purpose of Transfer	Fund Transferred To	Fund Transferred From	GL Description	GL Number	YTD Amount
Budgeted contribution to General fund partially based on the cost allocation and then any additional is to fund balance	General		INTER-FUND GROUP TRSF IN-BUILDING	001-000-381002-381	230,410
		Building Inspect. Svcs	ENTERPRISE TRANSFER TO GENERAL	102-211-591001-524	(230,410)
Budgeted contribution to General fund partially based on the cost allocation and then any additional is to fund balance	General		INTER-FUND GROUP TRSF IN-PARKING LOT	001-000-381400-381	42,794
		Parking Lot	ENTERPRISE TRANSFER TO GENERAL	400-810-591001-545	(42,794)
Budgeted contribution to General fund partially based on the cost allocation and then any additional is to fund balance	General		INTER-FUND GROUP TRSF IN-STORM WATER	001-000-381440-381	15,445
		Storm Water	ENTERPRISE TRANSFER TO GENERAL	440-315-591001-538	(15,445)
Budgeted contribution to General fund partially based on the cost allocation and then any additional is to fund balance	General		INTER-FUND GROUP TRSF IN-WATER/SEWER	001-000-381450-381	1,181,006
		W&S Utility Fund	ENTERPRISE TRANSFER TO GENERAL	450-950-591001-536	(1,181,006)
Budgeted contribution to General fund partially based on the cost allocation and then any additional is to fund balance	General		CONTRIBUTION FROM CAPITAL IMPROVEMENTS	001-000-382453-382	9,225
		W&S Capital Improvement	INTERFUND TRANSFERS OUT	453-950-581001-581	(9,225)
Budgeted contribution to Road & Bridge partially based on the cost allocation and then any additional is to fund balance	Road & Bridge		INTER-FUND GROUP TRSF IN-GENERAL	103-000-381001-381	538,513
		General	GENERAL GOV'T TRANSFER TO ROAD & BRIDGE	001-190-593103-581	(538,513)
Budgeted contribution to Road & Bridge partially based on the cost allocation and then any additional is to fund balance	Road & Bridge		INTER-FUND GROUP TRSF IN-PARKING LOT	103-000-381400-381	6,896
		Parking Lot	TRANSFER TO ROAD AND BRIDGE FUND	400-810-591103-545	(6,896)
Budgeted contribution to Road & Bridge partially based on the cost allocation and then any additional is to fund balance	Road & Bridge		INTER-FUND GROUP TRSF IN-STORM WATER	103-000-381440-381	9,000
		Storm Water	TRANSFER TO ROAD AND BRIDGE	440-315-591103-538	(9,000)
Budgeted contribution to Road & Bridge partially based on the cost allocation and then any additional is to fund balance	Road & Bridge		INTER-FUND GROUP TRSF IN-WATER/SEWER	103-000-381450-381	12,976
		W&S Utility Fund	ENTERPRISE TRANSFER TO ROAD & BRIDGE	450-950-591103-581	(12,976)
Budgeted contribution to Capital Projects partially based on the cost allocation and then any additional is to fund balance	Capital Projects		INTER-FUND GROUP TRSF IN-GENERAL	300-000-381001-381	432,173
		General	GENERAL GOV'T TRANSFER TO CAPITAL PROJ	001-190-593300-581	(432,173)
Capital projects loan repayment to fund a portion of the construction of Flamingo West Park. \$417,230 yearly from FY 20-24	W&S Utility Fund		INTER-FUND GROUP TRSF IN-CAPITAL PROJ	450-000-381300-381	312,923
		Capital Projects	ENTERPRISE TRANSFER TO DEBT SERVICE	300-314-591200-572	(312,923)
Budgeted contribution to Water & Sewer Capital Improvement fund partially based on the cost allocation and then any additional is to fund balance	W&S Capital Improvement		INTER-FUND GROUP TRSF IN-WATER/SEWER	453-000-381450-381	1,404,975
		W&S Utility Fund	ENTERPRISE TRANSFER TO CAPITAL IMPROVMNT	450-950-591453-536	(1,404,975)
				Transfers In	\$ 4,196,336
				Transfers Out	-\$4,196,336
				Total Net of Transfers	<u>-</u>

07/15/2021 CHECK REGISTER FOR CITY OF COOPER CITY  
CHECK DATE FROM 06/10/2021 - 07/14/2021

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 00001 BANK OF AMERICA					
06/14/2021	00001	199108	2016	ABOVE ALL GARAGE DOORS OF SOUTH FL	147.85
06/14/2021	00001	199109	15876	ALL WEBBS ENTERPRISES, INC.	652,347.13
06/14/2021	00001	199110	20	ALLIED UNIVERSAL CORP.	2,511.70
06/14/2021	00001	199111	194	AMERICAN FAMILY LIFE	291.98
06/14/2021	00001	199112	14446	AMERICAN FIDELITY ASSURANCE	4,411.14
06/14/2021	00001	199113	5284	ASCAP	215.75
06/14/2021	00001	199114	1485	BLACK OLIVE EAST NURSERY & LANDSCAP	750.00
06/14/2021	00001	199115	2332	BROWARD COUNTY	10.00
06/14/2021	00001	199116	5340	BROWARD COUNTY SHERIFF'S OFFICE	8,935.76
06/14/2021	00001	199117	14801	BS&A SOFTWARE	4,951.00
06/14/2021	00001	199118	9582	BUILDING AUTOMATION SERVICES OF	248.00
06/14/2021	00001	199119	42	CALVIN, GIORDANO & ASSOC. INC.	797.50
06/14/2021	00001	199120	158	CARLON, INC.	978.50
06/14/2021	00001	199121	116	CARLSON FENCE COMPANY, INC.	82.50
06/14/2021	00001	199122	179	CARUS PHOSPHATES, INC.	3,650.10
06/14/2021	00001	199123	12020	CITY MAINTENANCE SUPPLY	652.65
06/14/2021	00001	199124	15410	COMCAST	196.85
06/14/2021	00001	199125	15410	COMCAST	196.85
06/14/2021	00001	199126	15410	COMCAST	19.72
06/14/2021	00001	199127	16287	CONCRETE WORKS & PAVING INC	2,500.00
06/14/2021	00001	199128	2145	DELL COMPUTER CORP.	1,633.06
06/14/2021	00001	199129	167	FERGUSON ENTERPRISES INC.	1,482.50
06/14/2021	00001	199130	203	FLORIDA MUNICIPAL INSURANCE TRUST	199,183.19
06/14/2021	00001	199131	16547	FLORIDA POOL FILLS, INC.	600.92
06/14/2021	00001	199132	212	FPL	3,918.80
06/14/2021	00001	199133	75	FPL	8,127.12
06/14/2021	00001	199134	15992	FULL MOON CREATIVE LLC	2,497.50
06/14/2021	00001	199135	MISC	GERARDO LOMASTRO	120.00
06/14/2021	00001	199136	7462	GETTING GREEN PLANT SERVICE, INC.	450.00
06/14/2021	00001	199137	7699	GREEN THUMB LAWN & GARDEN CENTER	434.26
06/14/2021	00001	199138	11344	HAWKINS, INC.	646.80
06/14/2021	00001	199139	736	HAZEN & SAWYER, P.C.	4,500.00
06/14/2021	00001	199140	16563	HORACIO AYALA	100.00
06/14/2021	00001	199141	408	ITRON, INC.	1,058.81
06/14/2021	00001	199142	6529	KEMP GROUP INTERNATIONAL	14,773.50
06/14/2021	00001	199143	15600	LOU'S GLOVES, INC.	784.00
06/14/2021	00001	199144	336	MATHESON TRI-GAS INC.	334.50
06/14/2021	00001	199145	15782	NDR MAINTENANCE SERVICES, INC	3,322.00
06/14/2021	00001	199146	181	OFFICE DEPOT	198.37
06/14/2021	00001	199147	1400	OTIS ELEVATOR COMPANY	891.42
06/14/2021	00001	199148	10499	PHIL'S EXPERT TREE SERVICE, INC.	3,856.50
06/14/2021	00001	199149	15598	PINNACLE DATA SYSTEMS, LLC	3,247.38
06/14/2021	00001	199150	16432	PREFERRED IDENTITY PLAN, INC	75.00
06/14/2021	00001	199151	16042	R. COLLECTIONS NURSERY INC.	80.00
06/14/2021	00001	199152	16268	SULPHURIC ACID TRADING COMPANY, INC	8,428.35
06/14/2021	00001	199153	249	SUNSHINE STATE ONE CALL OF FL INC.	130.72
06/14/2021	00001	199154	10661	TOSHIBA BUSINESS SOLUTIONS	1,194.39
06/14/2021	00001	199155	15945	TRANSMAP CORPORATION	3,119.25
06/14/2021	00001	199156	396	UNITED WAY OF BROWARD COUNTY	10.00
06/14/2021	00001	199157	16560	US SAWS, INC.	5,480.25
06/14/2021	00001	199158	15606	VERIZON WIRELESS	1,439.08
06/14/2021	00001	199159	1542	WASTE MANAGEMENT	291,002.31
06/14/2021	00001	199160	16337	WEBB'S LANDSCAPING & LAWN MAINTENAN	356.00
06/14/2021	00001	199161	401	WEEKLEY ASPHALT PAVING, INC.	107.10
06/14/2021	00001	199162	16498	WM RECYCLE AMERICA, LLC	14,984.00
06/17/2021	00001	199163	11345	A QUALITY BUSHOG	250.00
06/17/2021	00001	199164	15	ALL AMERICAN PEST CONTROL OF FLORID	265.00
06/17/2021	00001	199165	20	ALLIED UNIVERSAL CORP.	13,288.04
06/17/2021	00001	199166	14451	AMERICAN FIDELITY ASSURANCE CO	1,096.02
06/17/2021	00001	199167	16083	AT&T	80.25
06/17/2021	00001	199168	14882	AT&T WIRELESS	132.69
06/17/2021	00001	199169	5340	BROWARD COUNTY SHERIFF'S OFFICE	8,886.08
06/17/2021	00001	199170	42	CALVIN, GIORDANO & ASSOC. INC.	435.00
06/17/2021	00001	199171	116	CARLSON FENCE COMPANY, INC.	82.50
06/17/2021	00001	199172	MISC	CAROLINA FERNANDEZ	390.00
06/17/2021	00001	199173	15410	COMCAST	299.64
06/17/2021	00001	199174	16130	COMCAST	6,055.81
06/17/2021	00001	199175	16287	CONCRETE WORKS & PAVING INC	711.50

07/15/2021 CHECK REGISTER FOR CITY OF COOPER CITY  
CHECK DATE FROM 06/10/2021 - 07/14/2021

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 00001 BANK OF AMERICA					
06/17/2021	00001	199176	3129	CONDO ELECTRIC MOTOR REPAIR	2,195.00
06/17/2021	00001	199177	15677	DATA FLOW SYSTEMS, INC.	1,938.30
06/17/2021	00001	199178	16168	DEANGELO BROTHERS, LLC	305.00
06/17/2021	00001	199179	15720	DELRAY MOTORS, INC	25.51
06/17/2021	00001	199180	16161	DIANE W. JONES	3,500.00
06/17/2021	00001	199181	1969	ENVIRONMENTAL PRODUCTS GROUP, INC.	37.64
06/17/2021	00001	199182	167	FERGUSON ENTERPRISES INC.	3,222.96
06/17/2021	00001	199183	15716	FLORIDA TECHNICAL CONSULTANTS, LLC	1,805.00
06/17/2021	00001	199184	15855	FORTILINE, INC	1,100.00
06/17/2021	00001	199185	75	FPL	35,390.83
06/17/2021	00001	199186	75	FPL	2,932.61
06/17/2021	00001	199187	16280	HIGH TECH ENGINEERING, INC	3,338.00
06/17/2021	00001	199188	14079	KEMIRA WATER SOLUTIONS, INC.	3,635.46
06/17/2021	00001	199189	15899	LAAS 88 LLC	5,351.50
06/17/2021	00001	199190	16248	LUKE'S HEAVY TRUCKS & EQUIPMENT, IN	368.83
06/17/2021	00001	199191	15422	MANAGER PLUS SOLUTIONS, LLC	2,570.40
06/17/2021	00001	199192	15923	MARSDEN SOUTH, LLC	1,189.00
06/17/2021	00001	199193	832	MCFATTER TECHNICAL CENTER	430.00
06/17/2021	00001	199194	15782	NDR MAINTENANCE SERVICES, INC	1,850.00
06/17/2021	00001	199195	16286	O'REILLY AUTOMOTIVE STORES, INC	16.01
06/17/2021	00001	199196	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	187.50
06/17/2021	00001	199197	181	OFFICE DEPOT	266.15
06/17/2021	00001	199198	16125	PACE ANALYTICAL SERVICES, LLC	2,262.00
06/17/2021	00001	199199	13509	PINES FORD LINCOLN MERCURY	507.70
06/17/2021	00001	199200	16516	RELADYNE FLORIDA, LLC	1,108.12
06/17/2021	00001	199201	MISC	SOHEILA NAZARI	20.00
06/17/2021	00001	199202	7238	SOUTHLAND ELECTRICAL SUPPLY, INC	1,079.97
06/17/2021	00001	199203	16268	SULPHURIC ACID TRADING COMPANY, INC	12,491.78
06/17/2021	00001	199204	249	SUNSHINE STATE ONE CALL OF FL INC.	219.76
06/17/2021	00001	199205	16205	SYNAGRO-WWT, INC	12,780.00
06/17/2021	00001	199206	MISC	TANIA BUSTILLO	160.50
06/17/2021	00001	199207	861	TESCO SOUTH INC	30.55
06/17/2021	00001	199208	14520	TEXAS LIFE INSURANCE COMPANY	476.40
06/17/2021	00001	199209	5620	THE FITNESS SOLUTION, INC.	27,445.70
06/17/2021	00001	199210	15643	THE PARTS HOUSE	354.18
06/17/2021	00001	199211	16398	TOSHIBA AMERICA BUSINESS SOLUTIONS	1,641.86
06/17/2021	00001	199212	5131	UNIVAR USA INC.	547.70
06/17/2021	00001	199213	4374	USA BLUE BOOK	4,587.00
06/17/2021	00001	199214	16297	VANTAGE INTEGRATION, INC.	7,545.00
06/17/2021	00001	199215	401	WEEKLEY ASPHALT PAVING, INC.	211.40
06/17/2021	00001	199216	16544	WIRE & CABLE YOUR WAY, LLC	16,980.00
06/21/2021	00001	199217	MISC	GERARDO LOMASTRO	7,800.00
06/25/2021	00001	92(E)	16244	GOREN, CHEROF, DOODY & EZROL, P.A.	22,981.60
06/28/2021	00001	199218	15	ALL AMERICAN PEST CONTROL OF FLORID	45.00
06/28/2021	00001	199219	7528	ALL POWER GENERATORS, CORP.	1,075.00
06/28/2021	00001	199220	194	AMERICAN FAMILY LIFE	145.99
06/28/2021	00001	199221	72	AT&T	462.59
06/28/2021	00001	199222	16110	AWNINGS OF HOLLYWOOD	750.00
06/28/2021	00001	199223	MISC	BLUE LAGOON POOLS AND SPA	1,000.00
06/28/2021	00001	199224	3487	BRIGGS EQUIPMENT	95.08
06/28/2021	00001	199225	235	BURKHARD'S TRACTOR & EQUIPMENT INC.	665.53
06/28/2021	00001	199226	5779	CAY INDUSTRIES, INC.	1,632.00
06/28/2021	00001	199227	16287	CONCRETE WORKS & PAVING INC	12,612.50
06/28/2021	00001	199228	7835	DADE PAPER CO.	439.50 V
06/28/2021	00001	199229	15720	DELRAY MOTORS, INC	88.80
06/28/2021	00001	199230	1969	ENVIRONMENTAL PRODUCTS GROUP, INC.	33.67
06/28/2021	00001	199231	212	FPL	3,101.42
06/28/2021	00001	199232	75	FPL	12.86
06/28/2021	00001	199233	MISC	FUNTIME POOLS	1,000.00
06/28/2021	00001	199234	3444	GREAT DANE PETROLEUM CONTRACTORS, I	1,300.00
06/28/2021	00001	199235	9785	GREG ROSS	26.34
06/28/2021	00001	199236	11344	HAWKINS, INC.	661.50
06/28/2021	00001	199237	4923	LAWSON PRODUCTS, INC.	80.66
06/28/2021	00001	199238	16347	LOTTENBERG LAW, P.A.	200.00
06/28/2021	00001	199239	16565	MAIN EVENTS UNLIMITED, INC.	2,500.00
06/28/2021	00001	199240	16037	MAINGUY ENVIRONMENTAL CARE, INC	30,925.00
06/28/2021	00001	199241	15923	MARSDEN SOUTH, LLC	275.28
06/28/2021	00001	199242	336	MATHESON TRI-GAS INC.	345.58



07/15/2021 CHECK REGISTER FOR CITY OF COOPER CITY  
CHECK DATE FROM 06/10/2021 - 07/14/2021

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 00001 BANK OF AMERICA					
06/28/2021	00001	199243	2294	NORTHERN TOOL & EQUIPMENT CO.	82.98
06/28/2021	00001	199244	16286	O'REILLY AUTOMOTIVE STORES, INC	513.67
06/28/2021	00001	199245	11176	PAT'S PUMP & BLOWER	1,181.81
06/28/2021	00001	199246	326	POOL BUILDERS, INC.	2,000.00
06/28/2021	00001	199247	16432	PREFERRED IDENTITY PLAN, INC	75.00
06/28/2021	00001	199248	16195	PSI TECHNOLOGIES INC	4,379.67
06/28/2021	00001	199249	77	RAMAR ENTERPRISES OF BROWARD	2.14
06/28/2021	00001	199250	15871	SEI WIRELESS SOLUTIONS LLC	320.00
06/28/2021	00001	199251	16093	SOLITUDE LAKE MANAGEMENT	165.00
06/28/2021	00001	199252	7238	SOUTHLAND ELECTRICAL SUPPLY, INC	1,396.09
06/28/2021	00001	199253	16162	SPORT SURFACES LLC	19,591.50
06/28/2021	00001	199254	16268	SULPHURIC ACID TRADING COMPANY, INC	4,234.28
06/28/2021	00001	199255	15811	UNITED HEALTHCARE	2,730.58
06/28/2021	00001	199256	396	UNITED WAY OF BROWARD COUNTY	20.00
06/28/2021	00001	199257	170	W. W. GRAINGER, INC	204.16
06/28/2021	00001	199258	16498	WM RECYCLE AMERICA, LLC	29,968.00
07/02/2021	00001	199259	MISC	1417 PROPERTY HOLDINGS LLC	3.87
07/02/2021	00001	199260	MISC	2018-2 IH BORROWER LP	5.10
07/02/2021	00001	199261	MISC	2896 EDGEHILL LANE LLC	27.44
07/02/2021	00001	199262	10644	AECOM	11,417.69
07/02/2021	00001	199263	20	ALLIED UNIVERSAL CORP.	2,541.79
07/02/2021	00001	199264	14446	AMERICAN FIDELITY ASSURANCE	4,314.50
07/02/2021	00001	199265	14451	AMERICAN FIDELITY ASSURANCE CO	1,086.41
07/02/2021	00001	199266	16377	AMERICAN WATER CHEMICALS INC.	14,350.48
07/02/2021	00001	199267	16482	ASE TELECOM & DATA, INC.	7,539.67
07/02/2021	00001	199268	16575	BALLOONATICS, INC	433.00
07/02/2021	00001	199269	10696	BEX VOICE DATA SERVICES, INC.	3,292.00
07/02/2021	00001	199270	MISC	BODNER, STEPHANIE & WENDY	95.46
07/02/2021	00001	199271	MISC	BONEVILLE, RICHARD	120.57
07/02/2021	00001	199272	MISC	BOZA, LIDIA	154.23
07/02/2021	00001	199273	2332	BROWARD COUNTY	62.50
07/02/2021	00001	199274	42	CALVIN, GIORDANO & ASSOC. INC.	1,197.00
07/02/2021	00001	199275	158	CARLON, INC.	978.50
07/02/2021	00001	199276	MISC	CARRERAS, PAMELA	53.83
07/02/2021	00001	199277	16573	CMY SW BROWARD, INC.	500.00
07/02/2021	00001	199278	MISC	CNL RESTAURANT NET LEASE	189.99
07/02/2021	00001	199279	MISC	COMPROSKY, LUCIANA	60.06
07/02/2021	00001	199280	16168	DEANGELO BROTHERS, LLC	860.00
07/02/2021	00001	199281	MISC	DONAHUE, VERONICA ANN	50.04
07/02/2021	00001	199282	MISC	DWECK, MAX & KELLY	24.69
07/02/2021	00001	199283	15632	ENGINEERED SERVICES, INC.	103.80
07/02/2021	00001	199284	15991	FERGUSON ENTERPRISES INC.	248.05
07/02/2021	00001	199285	203	FLORIDA MUNICIPAL INSURANCE TRUST	193,825.66
07/02/2021	00001	199286	16547	FLORIDA POOL FILLS, INC.	545.16
07/02/2021	00001	199287	212	FPL	3,635.70
07/02/2021	00001	199288	75	FPL	2,283.97
07/02/2021	00001	199289	MISC	GAMBELLA, VITA	45.25
07/02/2021	00001	199290	MISC	GEMMA, JERRY B REV TR	327.83
07/02/2021	00001	199291	16529	GENERAL ELECTRIC COMPANY	5,300.16
07/02/2021	00001	199292	16334	GLSC & COMPANY, PLLC	7,000.00
07/02/2021	00001	199293	MISC	GO ANALYTICS 360 INC	93.65
07/02/2021	00001	199294	MISC	GONZALEZ, LAZARO & ALINA	47.39
07/02/2021	00001	199295	16252	GOVOFFICE LLC	3,525.00
07/02/2021	00001	199296	3444	GREAT DANE PETROLEUM CONTRACTORS, I	1,000.00
07/02/2021	00001	199297	MISC	GUERRA, HECTOR & SANDRA	100.00
07/02/2021	00001	199298	MISC	HEMMATI, NICOLE	40.19
07/02/2021	00001	199299	MISC	HERR, CRAIG	114.55
07/02/2021	00001	199300	MISC	HINES, KATHRYN	69.13
07/02/2021	00001	199301	1686	HOOVER PUMPING SYSTEMS	880.00
07/02/2021	00001	199302	11263	IWORQ SYSTEMS	5,750.00
07/02/2021	00001	199303	15785	KENDRA HENSLEY	900.00
07/02/2021	00001	199304	MISC	KENNEDY, ROGER & EMILY	110.17
07/02/2021	00001	199305	MISC	LAGES, WINSTON & ALESSANDRA	122.26
07/02/2021	00001	199306	MISC	LAU, GINA	73.13
07/02/2021	00001	199307	MISC	LEDESMA, SHEILA	48.99
07/02/2021	00001	199308	MISC	LEEDS, SCOTT & TERESA	52.72
07/02/2021	00001	199309	16450	LIFE INSURANCE COMPANY OF NORTH AME	3,006.13
07/02/2021	00001	199310	MISC	MARIN, CARLOS & ISABEL	30.54

07/15/2021 CHECK REGISTER FOR CITY OF COOPER CITY  
CHECK DATE FROM 06/10/2021 - 07/14/2021

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 00001 BANK OF AMERICA					
07/02/2021	00001	199311	15923	MARSDEN SOUTH, LLC	983.99
07/02/2021	00001	199312	669	MASSACHUSETTS MUTUAL LIFE	29.12
07/02/2021	00001	199313	16318	MERCHANTS ASSOCIATION COLLECTION DI	455.43
07/02/2021	00001	199314	MISC	MICHAUD, JOSHUA & DEYANIRA	141.83
07/02/2021	00001	199315	MISC	MILLER, JOSEPH & GESARELA	64.61
07/02/2021	00001	199316	15782	NDR MAINTENANCE SERVICES, INC	320.00
07/02/2021	00001	199317	MISC	NERDINSKY, LEONID & DINA	31.04
07/02/2021	00001	199318	MISC	NIJ, STIGN & BASAK	74.54
07/02/2021	00001	199319	16361	ON THE SPOT SOLUTIONS LLC	250.00
07/02/2021	00001	199320	MISC	ORTIZ, ANTONIO & KEILA	101.37
07/02/2021	00001	199321	MISC	PARKER, CHRISTINA	144.15
07/02/2021	00001	199322	MISC	PAVLINSKIY, OLEG	37.58
07/02/2021	00001	199323	MISC	PENNICOOK, PAUL & DOROTHY	10.73
07/02/2021	00001	199324	10957	PIONEER MANUFACTURING COMPANY	2,364.00
07/02/2021	00001	199325	16364	QUADIENT FINANCE USA. INC.	209.75
07/02/2021	00001	199326	16479	QUEST CORPORATION OF AMERICA, INC	4,160.00
07/02/2021	00001	199327	MISC	REED, LUCILLE	50.00
07/02/2021	00001	199328	16534	RINGCENTRAL, INC.	5,265.00
07/02/2021	00001	199329	MISC	ROPER, BENJAMIN	21.74
07/02/2021	00001	199330	MISC	ROSADO, CLODIO & HELENA	44.15
07/02/2021	00001	199331	MISC	RUBIANO, JENNIFER	4.04
07/02/2021	00001	199332	MISC	RUNNEBAUM, DAVID	49.17
07/02/2021	00001	199333	MISC	SANTAMARIA, JOSE	138.87
07/02/2021	00001	199334	MISC	SAPIR, LIMOR	136.61
07/02/2021	00001	199335	MISC	SETTEMBRINO, JESSICA	43.63
07/02/2021	00001	199336	16268	SULPHURIC ACID TRADING COMPANY, INC	4,008.15
07/02/2021	00001	199337	14520	TEXAS LIFE INSURANCE COMPANY	476.40
07/02/2021	00001	199338	16431	THE LEGAL PLAN, INC	189.05
07/02/2021	00001	199339	16398	TOSHIBA AMERICA BUSINESS SOLUTIONS	1,391.03
07/02/2021	00001	199340	10661	TOSHIBA BUSINESS SOLUTIONS	532.85
07/02/2021	00001	199341	MISC	TWELVE ENTERPRISES LLC	57.74
07/02/2021	00001	199342	15811	UNITED HEALTHCARE	2,730.58
07/02/2021	00001	199343	5131	UNIVAR USA INC.	1,495.68
07/02/2021	00001	199344	MISC	VITA DELLAGRAZIE	390.00
07/02/2021	00001	199345	675	WACO FILTERS CORPORATION	16,608.00
07/02/2021	00001	199346	MISC	WALSH, MEAGHAN & LESLIE	118.03
07/02/2021	00001	199347	466	WALTER BERNAL	1,663.00
07/02/2021	00001	199348	MISC	WEISSBERG, PETER & LAUREN	152.50
07/02/2021	00001	199349	MISC	YORK, MELISSA	80.81
07/02/2021	00001	199350	MISC	ZENG, ZHAOPING	35.54
07/02/2021	00001	199351	16321	PETTY CASH	5,000.00

00001 TOTALS:

Total of 245 Checks:	1,942,359.65
Less 1 Void Checks:	439.50
Total of 244 Disbursements:	1,941,920.15

07/19/2021

BUDGET AMENDMENT DETAIL REPORT FOR CITY OF COOPER CITY  
 Post Dates: 10/01/2020 to 06/30/2021

GL Number	JNL CODE	POST DATE	REF#	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
001-000-202000-000	BA	11/12/2020	7881	ACCOUNTS PAYABLE	(10,543.03)
001-000-386980-386	BA	10/01/2020	2020-7194	Vnd: 16341 PO #: 2020-7194	3,500.00
001-000-386980-386	BA	10/01/2020	2020-7266	Vnd: 186 PO #: 2020-7266	3,155.20
001-000-386980-386	BA	10/01/2020	2020-7308	Vnd: 16341 PO #: 2020-7308	2,567.95
001-000-386980-386	BA	10/01/2020	2020-7312	Vnd: 16293 PO #: 2020-7312	2,894.85
001-000-386980-386	BA	10/01/2020	2020-7358	Vnd: 186 PO #: 2020-7358	2,793.00
001-000-386980-386	BA	10/01/2020	2020-7361	Vnd: 186 PO #: 2020-7361	1,699.98
001-000-386980-386	BA	10/01/2020	2020-7378	Vnd: 10925 PO #: 2020-7378	7,500.00
001-000-386980-386	BA	10/01/2020	2020-7379	Vnd: 16397 PO #: 2020-7379	3,028.35
001-000-386980-386	BA	10/01/2020	2020-7390	Vnd: 15716 PO #: 2020-7390	9,840.00
001-000-386980-386	BA	10/01/2020	2020-7394	Vnd: 12451 PO #: 2020-7394	18,594.34
001-100-532401-511-DIST1	BA	04/18/2021	8291	TRAVEL & PER DIEM	(406.25)
001-100-532401-511-DIST2	BA	04/18/2021	8291	TRAVEL & PER DIEM	(406.25)
001-100-532401-511-DIST3	BA	04/18/2021	8291	TRAVEL & PER DIEM	(406.25)
001-100-532401-511-DIST4	BA	04/18/2021	8291	TRAVEL & PER DIEM	(406.25)
001-100-564100-511	BA	04/18/2021	8291	EQUIPMENT & MACHINERY –FURNITURE & EQUIP	1,625.00
001-110-532401-512	BA	05/06/2021	8339	TRAVEL & PER DIEM	(1,800.00)
001-110-532481-512	BA	05/06/2021	8339	PUBLIC RELATIONS	1,800.00
001-120-531190-510	BA	10/28/2020	7856	PROFESSIONAL SERVICES-MISCELLANEOUS	(900.00)
001-120-531190-510	BA	02/04/2021	8091	PROFESSIONAL SERVICES-MISCELLANEOUS	250.00
001-120-531340-510	BA	03/08/2021	8197	EXPENSE-ELECTION	(400.00)
001-120-532542-510	BA	10/28/2020	7856	DUES & MEMBERSHIPS	900.00
001-120-534410-510	BA	03/08/2021	8197	MAINTENANCE-CONTRACTS	400.00
001-120-535110-510	BA	02/04/2021	8091	SUPPLIES-OFFICE	(250.00)
001-130-531100-513	BA	10/01/2020	2020-7194		3,500.00
001-130-531100-513	BA	10/01/2020	2020-7308		2,567.95
001-130-531100-513	BA	10/01/2020	2020-7390		9,840.00
001-150-532472-514	BA	04/07/2021	8268	PRINTING-CODE SUPPLEMENT	5,000.00
001-190-536402-519-COVID	BA	10/01/2020	2020-7266		3,155.20
001-190-536402-519-COVID	BA	10/01/2020	2020-7312		2,894.85
001-190-536402-519-COVID	BA	10/01/2020	2020-7358		2,793.00
001-190-536402-519-COVID	BA	10/01/2020	2020-7361		1,699.98
001-190-536402-519-COVID	BA	11/12/2020	7881	COVID-19	(10,543.03)
001-190-536614-519	BA	06/14/2021	8391	PROGRAM EXPENSE-CODE E/V ASSISTANCE	3,000.00
001-190-599000-519	BA	04/07/2021	8268	CONTINGENCY	(5,000.00)
001-190-599000-519	BA	06/14/2021	8391	CONTINGENCY	(3,000.00)
001-312-534100-539	BA	12/21/2020	8004	REPAIRS-ACCIDENT & VANDALISM	(15,079.35)
001-312-534420-539	BA	10/01/2020	2020-7378		7,500.00
001-312-564700-539	BA	12/21/2020	8004	EQUIPMENT & MACHINERY-EQUIPMENT	15,079.35
001-314-531190-572	BA	03/17/2021	8222	PROFESSIONAL SERVICES-MISCELLANEOUS	5,000.00
001-314-531210-572	BA	03/17/2021	8222	CASUAL & CONTRACT LABOR	(5,000.00)
001-314-535310-572	BA	10/01/2020	2020-7394		3,875.00
001-314-535310-572	BA	10/01/2020	2020-7394		3,645.99
001-314-535310-572	BA	10/01/2020	2020-7394		3,079.40
001-314-535310-572	BA	10/01/2020	2020-7394		2,975.00

07/19/2021

BUDGET AMENDMENT DETAIL REPORT FOR CITY OF COOPER CITY  
 Post Dates: 10/01/2020 to 06/30/2021

GL Number	JNL CODE	POST DATE	REF#	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
001-314-535310-572	BA	10/01/2020	2020-7394		1,664.00
001-314-535310-572	BA	10/01/2020	2020-7394		2,754.75
001-314-535310-572	BA	10/01/2020	2020-7394		600.20
001-610-536502-522	BA	10/01/2020	2020-7379		3,028.35
001-710-534110-572	BA	11/04/2020	7874	REPAIRS-EQUIPMENT	7,329.33
001-710-534110-572	BA	11/16/2020	7904	REPAIRS-EQUIPMENT	(7,329.33)
001-710-535430-572	BA	11/04/2020	7874	SUPPLIES-MINOR EQUIPMENT	(7,329.33)
001-710-535430-572	BA	11/16/2020	7904	SUPPLIES-MINOR EQUIPMENT	7,329.33
001-710-535430-572	BA	11/16/2020	7904	SUPPLIES-MINOR EQUIPMENT	(7,329.33)
001-710-564700-572	BA	11/16/2020	7904	EQUIPMENT & MACHINERY-EQUIPMENT	7,329.33
440-000-389980-389	BA	10/01/2020	2017-6025	Vnd: 15739 PO #: 2017-6025	10,605.17
440-000-389980-389	BA	10/01/2020	2020-7267	Vnd: 16004 PO #: 2020-7267	11,475.00
440-000-389980-389	BA	10/01/2020	2020-7340	Vnd: 16287 PO #: 2020-7340	4,000.00
440-000-389980-389	BA	10/01/2020	2020-7383	Vnd: 16004 PO #: 2020-7383	9,046.00
440-315-531190-538	BA	10/01/2020	2017-6025		10,605.17
440-315-531190-538	BA	01/15/2021	8046	PROFESSIONAL SERVICES-MISCELLANEOUS	7,980.00
440-315-531290-538	BA	10/01/2020	2020-7267		11,475.00
440-315-534710-538	BA	10/01/2020	2020-7340		4,000.00
440-315-563370-538	BA	10/01/2020	2020-7383		9,046.00
440-315-599000-538	BA	01/15/2021	8046	CONTINGENCY	(7,980.00)
450-000-202000-000	BA	11/12/2020	7882	ACCOUNTS PAYABLE	(1,265.45)
450-000-389980-389	BA	10/01/2020	2019-7169	Vnd: 10644 PO #: 2019-7169	3,233.49
450-000-389980-389	BA	10/01/2020	2020-7297	Vnd: 736 PO #: 2020-7297	75,000.00
450-000-389980-389	BA	10/01/2020	2020-7337	Vnd: 14967 PO #: 2020-7337	11,521.91
450-000-389980-389	BA	10/01/2020	2020-7339	Vnd: 167 PO #: 2020-7339	2,642.65
450-000-389980-389	BA	10/01/2020	2020-7352	Vnd: 16384 PO #: 2020-7352	37,000.00
450-000-389980-389	BA	10/01/2020	2020-7359	Vnd: 186 PO #: 2020-7359	798.00
450-000-389980-389	BA	10/01/2020	2020-7363	Vnd: 186 PO #: 2020-7363	467.45
450-000-389980-389	BA	10/01/2020	2020-7374	Vnd: 16287 PO #: 2020-7374	19,432.00
450-000-389980-389	BA	10/01/2020	2020-7376	Vnd: 15748 PO #: 2020-7376	48,000.00
450-910-531290-533	BA	10/01/2020	2020-7376		48,000.00
450-910-534710-533	BA	10/01/2020	2020-7374		19,432.00
450-910-534710-533	BA	06/15/2021	8393	REPAIRS-ROAD & DRAINAGE	9,000.00
450-910-535351-533	BA	10/01/2020	2020-7339		2,642.65
450-910-564300-533	BA	12/09/2020	7963	EQUIPMENT & MACHINERY-COMPUTERS	1,140.00
450-910-564300-533	BA	06/29/2021	8446	EQUIPMENT & MACHINERY-COMPUTERS	1,200.00
450-911-534410-533	BA	06/22/2021	8417	MAINTENANCE-CONTRACTS	3,000.00
450-911-534442-533	BA	04/08/2021	8276	MAINTENANCE-WELLS	30,000.00
450-911-534446-533	BA	10/01/2020	2020-7337		11,521.91
450-911-534450-533	BA	10/01/2020	2020-7352		37,000.00
450-911-534450-533	BA	12/30/2020	8024	MAINTENANCE-STRUCTURES	10,000.00
450-911-564300-533	BA	10/09/2020	7779	EQUIPMENT & MACHINERY-COMPUTERS	74.00
450-911-564300-533	BA	04/09/2021	8278	EQUIPMENT & MACHINERY-COMPUTERS	1,634.00
450-911-564700-533	BA	10/09/2020	7779	EQUIPMENT & MACHINERY-EQUIPMENT	(74.00)
450-911-564700-533	BA	01/15/2021	8045	EQUIPMENT & MACHINERY-EQUIPMENT	17,500.00
450-930-534130-535	BA	04/09/2021	8272	REPAIRS-VEHICLE	6,000.00

07/19/2021

BUDGET AMENDMENT DETAIL REPORT FOR CITY OF COOPER CITY  
 Post Dates: 10/01/2020 to 06/30/2021

GL Number	JNL CODE	POST DATE	REF#	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
450-930-534444-535	BA	06/23/2021	8420	REPAIRS & MAINTENANCE-WATER	1,400.00
450-930-534460-535	BA	12/09/2020	7963	MAINTENANCE-MECHANICAL EQUIPMENT	(1,140.00)
450-950-531100-536	BA	02/10/2021	8115	PROFESSIONAL SERVICES	20,000.00
450-950-531130-536	BA	10/01/2020	2019-7169		3,233.49
450-950-531130-536	BA	10/01/2020	2020-7297		75,000.00
450-950-534160-536	BA	04/21/2021	8296	REPAIRS-BUILDING & PROPERTY	8,000.00
450-950-536402-536-COVID	BA	10/01/2020	2020-7359		798.00
450-950-536402-536-COVID	BA	10/01/2020	2020-7363		467.45
450-950-536402-536-COVID	BA	11/12/2020	7882	COVID 19	(1,265.45)
450-950-564200-536	BA	01/22/2021	8060	EQUIPMENT & MACHINERY-FURNITURE & EQUIP	3,612.00
450-950-599000-536	BA	12/30/2020	8024	CONTINGENCY	(10,000.00)
450-950-599000-536	BA	01/15/2021	8045	CONTINGENCY	(17,500.00)
450-950-599000-536	BA	01/22/2021	8060	CONTINGENCY	(3,612.00)
450-950-599000-536	BA	02/10/2021	8115	CONTINGENCY	(20,000.00)
450-950-599000-536	BA	04/08/2021	8276	CONTINGENCY	(30,000.00)
450-950-599000-536	BA	04/09/2021	8272	CONTINGENCY	(6,000.00)
450-950-599000-536	BA	04/09/2021	8278	CONTINGENCY	(1,634.00)
450-950-599000-536	BA	04/21/2021	8296	CONTINGENCY	(8,000.00)
450-950-599000-536	BA	06/15/2021	8393	CONTINGENCY	(9,000.00)
450-950-599000-536	BA	06/22/2021	8417	CONTINGENCY	(3,000.00)
450-950-599000-536	BA	06/23/2021	8420	CONTINGENCY	(1,400.00)
450-950-599000-536	BA	06/29/2021	8446	CONTINGENCY	(1,200.00)
452-000-389980-389	BA	10/01/2020	2018-6649	Vnd: 10644 PO #: 2018-6649	130,960.56
452-950-531130-536	BA	10/01/2020	2018-6649		130,960.56
453-000-389980-389	BA	10/01/2020	2019-6918	Vnd: 42 PO #: 2019-6918	48,038.75
453-000-389980-389	BA	10/01/2020	2020-7217	Vnd: 736 PO #: 2020-7217	2,089.20
453-000-389980-389	BA	10/01/2020	2020-7304	Vnd: 15876 PO #: 2020-7304	2,843,625.00
453-000-389980-389	BA	10/01/2020	2020-7411	Vnd: 16394 PO #: 2020-7411	389,696.00
453-000-389980-389	BA	10/01/2020	7962	APPROPRIATION FROM RETAINED EARNINGS	232,195.50
453-000-389980-389	BA	11/30/2020	8025	APPROPRIATION FROM RETAINED EARNINGS	60,658.50
453-911-563423-533-17001	BA	10/01/2020	2020-7217		2,089.20
453-911-563423-533-17001	BA	11/30/2020	8025	REPLACE STEEL WATER TANK	60,658.50
453-930-563150-535-18001	BA	10/01/2020	7962	LIFT STATIONS 10 & 46 REHAB	193,226.00
453-930-563150-535-18001	BA	05/27/2021	8343	LIFT STATIONS 10 & 46 REHAB	(193,226.00)
453-930-563150-535-18038	BA	10/01/2020	2019-6918		48,038.75
453-930-563150-535-18038	BA	10/01/2020	2020-7411		389,696.00
453-930-563150-535-18038	BA	10/01/2020	7962	IMPROVEMENTS-LIFT STATIONS	38,969.50
453-930-563150-535-WS004	BA	05/27/2021	8343	IMPROVEMENTS-LIFT STATIONS	193,226.00
453-931-563410-535-WS001	BA	10/01/2020	2020-7304		2,843,625.00



**CITY OF COOPER CITY  
CITY COMMISSION SPECIAL RECOGNITION MEETING**  
Tuesday, June 08, 2021 at 5:30 PM  
City Hall Auditorium | 9090 SW 50th Place

**MINUTES**

**PLEDGE OF ALLEGIANCE**

Mayor Ross opened the meeting at 6:30 PM and Lucas Porter from Cooper City Elementary led the assembly in the Pledge of Allegiance.

**ROLL CALL**

Present were Commissioners Shrouder, Meltzer, Pulcini, Green and Mayor Ross.

**PUBLIC COMMENTS (4 MINUTES)**

There were no public comments.

**TOPIC FOR DISCUSSION**

A Proclamation was read for National Gun Violence Awareness Day - **Mayor Ross**

A Proclamation was read for Pride Month - **Commissioner Pulcini**

A Proclamation was read for Boys and Girls Clubs of Broward County Week - **Mayor Ross**

Teen Council was recognized for their service - **Recreation**

Waste Management and the Commission presented the Waste Management Scholarship winners - **Public Works**

Recognition of Cobra's 2007 Girls Travel Soccer Team - **Mayor Ross**

Sergeant Richard Mosca and Deputy Lisa Damiano were recognized for their exemplary kindness to a resident's family.

**ADDITIONAL PUBLIC COMMENTS (2 MINUTES)**

**ADJOURNMENT**

The meeting was adjourned at 5:56 PM.

WEBVTT

1

00:00:00.840 --> 00:00:02.070

Cooper City: Recording in progress.

2

00:00:03.870 --> 00:00:09.000

Cooper City: Welcome, ladies and gentlemen, my apologies for being tardy we are here at the.

3

00:00:10.710 --> 00:00:14.250

Cooper City: Cooper city, I guess presentation meeting, thank you.

4

00:00:15.360 --> 00:00:15.780

Thank you.

5

00:00:17.310 --> 00:00:20.250

Cooper City: If you would please join me for the pledge of allegiance.

6

00:00:23.880 --> 00:00:35.430

Cooper City: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands one nation under God indivisible with liberty and justice for all thank you.

7

00:00:36.600 --> 00:00:37.800

Cooper City: Ever roll call, please.

8

00:00:40.890 --> 00:00:41.130

Cooper City: Your.

9

00:00:45.210 --> 00:00:46.380

Cooper City: mission your.

10

00:00:47.490 --> 00:00:54.450

Cooper City: mission or Meltzer here, Michelle pulcini mission agree here near us here, Catherine you voice changed.

11

00:01:02.130 --> 00:01:08.730

Cooper City: we've got different proclamations this evening, and they are on the table so with the Commission join me.

12

00:01:10.200 --> 00:01:10.830

Cooper City: At podium.

13

00:02:15.180 --> 00:02:15.720

Thank you, Sir.

14



00:02:39.180 --> 00:02:48.420

Cooper City: we've got a proclamation regarding gun violence is anyone here to accept, on behalf of I guess not, but I still being very important we'd like to read it.

15

00:02:50.340 --> 00:03:01.470

Cooper City: Proclamation reads as follows, whereas every day 100 Americans are killed by gun violence and, on average, there are nearly 13,000 gun homicides every year.

16

00:03:02.160 --> 00:03:09.390

Cooper City: And, whereas support to the second amendment, rights of law abiding citizens goes hand in hand with keeping guns away and dangerous people.

17

00:03:09.990 --> 00:03:24.150

Cooper City: And, whereas miss penalty in a 15 year old teenager who marched in President obama's second inaugural parade was tragically shot and killed just weeks later in Chicago should now be celebrating her 22nd birthday.

18

00:03:24.750 --> 00:03:36.870

Cooper City: And, whereas to help honor her the hundred Americans, whose lives to cut short and the countless survivors who are injured by shootings every day and National Coalition of organizations has designated.

19

00:03:37.110 --> 00:03:42.570

Cooper City: June 4 2021 as the seventh annual national gun violence Awareness Day.

20

00:03:43.020 --> 00:03:51.360

Cooper City: And, whereas the idea was inspired by a group of high days friends who asked their classmates to commemorate her life by wearing orange.

21

00:03:51.690 --> 00:04:01.770

Cooper City: They chose this color because hundreds were orange to announce themselves to other hunters went out in the woods and orange is the color that symbolizes the value of human life.

22

00:04:02.160 --> 00:04:10.050

Cooper City: And, whereas the tragic events at Marjorie Stoneham Douglas high school where a gun violence resulted in the loss of 17 students and faculty.

23

00:04:10.230 --> 00:04:18.960

Cooper City: and the wounding of 17 others brings greater attention to the need for awareness and whereas anyone can join this campaign by pledging to wear orange.

24

00:04:19.200 --> 00:04:24.870

Cooper City: On the first weekend in June of 2021 to help raise awareness about gun violence in America.

25

00:04:25.260 --> 00:04:32.430

Cooper City: And to honor the lives of gun victims and survivors and we're as we renew our commitment to reduce gun violence and to pledge.

26

00:04:32.700 --> 00:04:40.950

Cooper City: To do all we can to keep firearms out of the wrong hands and encouraged responsible gun ownership to help keep our children safe.

27

00:04:41.220 --> 00:04:48.390

Cooper City: Now, therefore, I Greg Ross Mayor of Cooper Cooper city for our county state of Florida, and the city Commission do hereby proclaim.

28

00:04:48.750 --> 00:05:01.740

Cooper City: That national gun violence Awareness Day is recognized on June 4 2021 and encourage all citizens to support their local community efforts to prevent the tragic effects of gun violence and to honor and value human lives.

29

00:05:04.470 --> 00:05:05.730

Cooper City: gun violence.

30

00:05:07.350 --> 00:05:08.610

Cooper City: is unnecessary.

31

00:05:09.780 --> 00:05:13.890

Cooper City: and affects each and every one of us if you own guns do it properly.

32

00:05:15.090 --> 00:05:22.380

Cooper City: I believe in the second amendment, I am a gun owner, but have respect for human life, thank you.

33

00:05:27.060 --> 00:05:31.170

Cooper City: Lucy Lucy roles are you here, if not, it will get to you.

34

00:05:59.130 --> 00:06:05.670

Cooper City: Second proclamation we have tonight is on behalf of the lesbian, gay, bisexual transgender pride month.

35

00:06:06.510 --> 00:06:16.560

Cooper City: Proclamation reads as follows, whereas the city of Cooper city is welcoming community and an exceptional place in which to live learn work play and raise a family.

36

00:06:16.950 --> 00:06:21.120

Cooper City: Whereas this nation was founded upon and it's guided by a set of principles.

37

00:06:21.360 --> 00:06:33.960

Cooper City: Which declare that every person is created equal that each individual has the rights of life, liberty and pursuit of happiness and that every person shall be accorded the full recognition and protection of the law.

38

00:06:34.470 --> 00:06:45.930

Cooper City: Whereas the city of Cooper cities lesbian, gay, bisexual and transgender community is a vital part of our city and every person within our Community contributes to a stronger, more diverse society.

39

00:06:46.290 --> 00:06:53.790

Cooper City: Whereas the city of Cooper city is dedicated to fostering acceptance of all our citizens and preventing discrimination based on social.

40

00:06:54.030 --> 00:07:06.480

Cooper City: or sexual orientation and gender identity, whereas Cooper city is strengthened by and thrives upon the rich diversity of ethnic, cultural racial gender and sexual identities of our residents.

41

00:07:06.720 --> 00:07:09.990

Cooper City: all of whom contribute to the vibrant fabric of our city.

42

00:07:10.350 --> 00:07:18.660

Cooper City: And, whereas the centers for Disease Control recognize that the LGBT teens and young adults are statistically at a higher risk.

43

00:07:18.900 --> 00:07:26.880

Cooper City: of becoming victims of violence and have elevated suicide rates and, whereas it is imperative that young people within our Community.

44

00:07:27.120 --> 00:07:35.610

Cooper City: Regardless of sexual orientation or gender identity feel valued safe empowered and supported by their peers, educators and community leaders.

45

00:07:35.940 --> 00:07:46.860

Cooper City: Now, therefore, I Greg Ross married the great city of Cooper city for our county state of Florida, and the city Commission do hereby proclaim the month of June 2021 as lesbian, gay, bisexual and.

46

00:07:47.550 --> 00:08:01.920

Cooper City: transgender pride month in witness where by appearance, to set my hand and cause the great sealed city city broward county Florida to be fixed this eighth of June 2021 this will be forwarded to the chair of that committee, thank you.

47

00:08:11.340 --> 00:08:17.310

Cooper City: This is, on behalf of the boys and girls club here in brevard county proclamation reads as follows.

48

00:08:17.640 --> 00:08:26.250

Cooper City: Whereas the young people of broward county are tomorrow's leaders and whereas many such young people need professional youth services to help them reach their full potential.

49

00:08:26.520 --> 00:08:35.340

Cooper City: And, whereas the boys and girls clubs of broward county has been serving the Community since 1965 and whereas boys and girls clubs are places where great futures start.

50

00:08:35.790 --> 00:08:43.530

Cooper City: They are at the forefront of efforts in teen programming academic character, development and healthy lifestyles.

51

00:08:43.800 --> 00:08:54.210

Cooper City: Have kids enrolled 96% progress to the next grade level 97% of seniors graduated from high school and 76% enrolled in college.

52

00:08:54.570 --> 00:08:57.720

Cooper City: And, whereas there are 12 boys and girls clubs in the county.

53

00:08:57.990 --> 00:09:09.990

Cooper City: Davey deerfield pompano West park Hollywood North Florida Dallas Fort lauderdale Florida hill providing services to an average of 12,500 young people ages six to eight annually.

54

00:09:10.290 --> 00:09:21.570

Cooper City: And, whereas boys and girls club organizations narrow state help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs.

55

00:09:21.840 --> 00:09:33.150

Cooper City: And, whereas boys and girls clubs of broward county will celebrate national boys and girls club week 2021 along with some 4000 clubs and more than 2 million young people nationwide.

56

00:09:33.510 --> 00:09:41.970

Cooper City: Now, therefore beat resolve that the Marin city Commission of the great city of Cooper city you hereby proclaim June 21 through June 25 2021.

57

00:09:42.270 --> 00:09:50.880

Cooper City: As boys and girls club weekend broward county and witness where I live here in to set my hand and cause a great shield city of Cooper city broward county and state of Florida to be fixed.

58

00:09:51.150 --> 00:09:58.410

Cooper City: This eighth of June 2021 signed by me as Mayor, and this will be forwarded to the boys and girls club of broward county.

59

00:10:14.850 --> 00:10:24.270

Cooper City: I will ask that sergeant Richard Moscow and deputy Lisa damiano join me here and captain, if you would please join as well.

60

00:10:35.220 --> 00:10:35.670

Thank you.

61

00:10:41.130 --> 00:10:42.390

Cooper City: On may 21.

62

00:10:48.690 --> 00:11:01.290

Cooper City: May 21 2021 bso Cooper city receive one of those calls that no one wants to happen and unresponsive male who was determined to be deceased it's difficult moment and a sensitive case to handle, especially for the family and friends of the desert and.

63

00:11:02.550 --> 00:11:09.900

Cooper City: Fortunately, on this day some of Cooper city's finest run duty and responded to assist the family deputy Lisa damiano and sergeant rich Moscow.



64

00:11:10.290 --> 00:11:18.960

Cooper City: Both arrived, and not only ensure a thorough job and case investigation, but they took the extra time to help the hurting family and friends and displayed much needed empathy.

65

00:11:19.290 --> 00:11:32.490

Cooper City: Their interactions console the family and help to keep the ensuing process from becoming mechanical or overwhelming a close friend of the family was so moved by the compassion of Deputy damiano and sergeant Moscow that he later wrote a commendation for their actions.

66

00:11:33.960 --> 00:11:39.870

Cooper City: deputy damiano and sergeant Moscow exemplify the best of public service and are both a credit to Cooper city, and we thank you.

67

00:11:48.780 --> 00:12:00.210

Cooper City: Typically it's about standing service pretended to both be so sergeant Richard Moscow and deputy Lisa damiano reads as follows, in recognition of your professionalism concern and empathy.

68

00:12:00.630 --> 00:12:10.080

Cooper City: The compassion and patience you demonstrated on the morning of may 21 2021 serve to console the Torres family your actions help them preserve.

69

00:12:10.470 --> 00:12:24.600

Cooper City: Excuse me persevere through there and measurable grief at the sudden loss of their beloved son the coop city Commission and our residents, thank you for your selfless acts of kindness, we are fortunate to have you serving our Community.

70

00:12:30.660 --> 00:12:30.960

Thank you.

71

00:13:13.980 --> 00:13:30.030

Cooper City: This is one of the more fun ones Cooper city environmental scholarship award we've got waste management here with us gentlemen Henry story Luigi pace waste management, Luigi pace waste management come on up you made the trip you're going to come up here.

72

00:13:34.140 --> 00:13:40.080

Cooper City: No resources, our new REP Luigi used to be the REP but he went and did a good job, so he got promoted.

73

00:13:43.320 --> 00:13:49.260

Cooper City: In partnership with the city's contractor for waste recyclable and both pickup collection waste management.

74

00:13:49.650 --> 00:13:57.450

Cooper City: The scholarship was established to encourage Cooper city students to pursue education that supports government and civic and endeavors.

75

00:13:57.810 --> 00:14:07.290

Cooper City: According to the scholarship criteria, the scholarship is to better prepare recipients for a profession within or supporting the environmental services and man.

76

00:14:07.800 --> 00:14:15.030

Cooper City: A committee made up of the Cooper city green Advisory Board members and a representative from waste management selected the winners.

77

00:14:15.480 --> 00:14:26.640

Cooper City: Although the winners were provided their award I, along with my colleagues on the Commission city manager and the residents of Cooper city which to publicly recognize you and congratulate you for a job well done.

78

00:14:27.540 --> 00:14:32.760

Cooper City: I will now read each of the names and ask you to please step up when your name is red.

79

00:14:34.740 --> 00:14:36.000

Cooper City: Arielle krauss.

80

00:14:37.680 --> 00:14:37.920

Cooper City: On.

81

00:14:48.960 --> 00:14:49.770

Cooper City: hi far.

82

00:14:55.590 --> 00:14:56.490

Cooper City: Actually pronounce it.

83

00:14:58.500 --> 00:14:59.010

Cooper City: Thank you.

84

00:15:01.980 --> 00:15:15.510

Cooper City: They read as follows the Cooper city Commission is pleased to present to you the 2021 Cooper city waste management environmental scholarship award the amount of 20 \$500 congratulations and congrats.

85

00:15:23.340 --> 00:15:23.970

wouldn't be.

86

00:15:25.590 --> 00:15:27.120

Cooper City: The same without me Stacey.

87

00:15:33.270 --> 00:15:34.500

Cooper City: Additionally, we have.

88

00:15:35.640 --> 00:15:39.570

Cooper City: The certificate of congratulations going to Kirk during the talk is.

89

00:15:46.950 --> 00:15:48.000

Cooper City: Michael Klein.

90

00:15:53.550 --> 00:15:54.690

Cooper City: Tyler flowers.

91

00:15:58.230 --> 00:15:59.340

Cooper City: And hunter Llewellyn.

92

00:16:13.350 --> 00:16:13.800

Thank you.

93

00:16:14.820 --> 00:16:18.690

Cooper City: We will make sure that she gets hers as well if you can just get back here a little.

94

00:16:19.770 --> 00:16:20.130

Cooper City: Everyone.

95

00:16:34.500 --> 00:16:35.430

Cooper City: You become a.

96

00:16:41.100 --> 00:16:41.910

Cooper City: problem that.

97

00:17:14.850 --> 00:17:23.190

Cooper City: I see a whole bunch of you dress the same with the same shirt so it's got to be the team Council, of which there are many more of you this year, because the.

98

00:17:24.060 --> 00:17:28.920

Cooper City: Commission, so a fit to increase the number you're doing a great job, and let me read it as follows.

99

00:17:29.310 --> 00:17:37.980

Cooper City: The Cooper city, recreation department offers various volunteer opportunities opportunities are made available through programs, such as team Council.

100

00:17:38.700 --> 00:17:46.740

Cooper City: The mission of Cooper cities team Council is to empower teens with the core values of leadership, accountability and a heart for service.

101

00:17:47.190 --> 00:18:01.320

Cooper City: team Council accomplishes these goals by providing volunteer opportunities leadership experience establishing high standards for behavior and promoting teams to effectively communicate, while managing their time and volunteer profiles.

102

00:18:01.800 --> 00:18:13.770

Cooper City: Teams participating in this organization, have the opportunity to be involved in programs and events that focus on social and recreational activities, while accruing valuable service hours.

103

00:18:14.190 --> 00:18:22.470

Cooper City: The Commission city manager and residents want to thank each and every one of you for your dedication and volunteerism and, if you would please come up when your name is read.

104

00:18:23.790 --> 00:18:34.200

Cooper City: And you each have a certificate of appreciation and recognition of outstanding service on the team Council 2021 first and this goes in alphabetical order kinda acevedo.

105

00:18:46.830 --> 00:18:47.430

Cooper City: Layla.

106

00:18:54.570 --> 00:18:55.710

Cooper City: Juliet low.

107

00:18:59.940 --> 00:19:01.350

Cooper City: Lola mclemore.

108

00:19:06.150 --> 00:19:07.740

Cooper City: Gabriella ramirez.

109

00:19:13.530 --> 00:19:14.850

Cooper City: Nadia live room.

110

00:19:19.980 --> 00:19:21.300

Cooper City: He era Ryan.

111

00:19:26.430 --> 00:19:28.110

Cooper City: As I said in alphabetical order.

112

00:19:29.160 --> 00:19:30.360

Cooper City: Janet Morgan state.

113

00:19:35.610 --> 00:19:36.990

Cooper City: Jordan Morgan state.

114

00:19:42.240 --> 00:19:43.380

Cooper City: colton panic.

115

00:19:47.880 --> 00:19:49.380

Cooper City: Nina ramirez.

116

00:19:52.560 --> 00:19:55.140

Cooper City: savannah schwann days.



117

00:20:00.000 --> 00:20:01.740

Cooper City: And yell seldom.

118

00:20:07.980 --> 00:20:08.880

Cooper City: and see first.

119

00:20:13.170 --> 00:20:14.820

Cooper City: And Danielle see first.

120

00:20:18.120 --> 00:20:21.090

Cooper City: wow I tell you what can happen if you come this way.

121

00:20:22.410 --> 00:20:23.460

Cooper City: And we'll double up.

122

00:20:25.980 --> 00:20:29.730

Cooper City: Because I don't think anyone here at the ones that why why now come on down.

123

00:20:31.830 --> 00:20:32.790

Cooper City: Oh, there we go.

124

00:20:36.000 --> 00:20:36.870

Cooper City: i've got that last.

125

00:20:46.380 --> 00:20:46.950

Cooper City: yeah.

126

00:21:04.980 --> 00:21:06.510

Cooper City: And in the backup.

127

00:21:07.710 --> 00:21:10.620

Cooper City: You guys are maturing process you guys sitting in that.

128

00:21:16.770 --> 00:21:17.400

Cooper City: company like.

129

00:21:19.860 --> 00:21:19.980

Cooper City: hey.

130

00:22:13.980 --> 00:22:17.460

Cooper City: agreed to stay for the Commission meeting, oh no.

131

00:22:18.810 --> 00:22:26.850

Cooper City: I didn't think so I don't buy half of the Commission I do just want to say at all the events we see if not one to 10 or 20 of you.

132

00:22:27.060 --> 00:22:38.790

Cooper City: Thank you very much for what you do you really do add to making Cooper city someplace special I appreciate that and in all your endeavors, we wish you much luck, thank you very much, and it says complete one.

133

00:22:42.150 --> 00:22:54.720

Cooper City: thing I forgot hey as the bear sick congratulations to each and every one of you, but I wanted to personally thank or congratulate Mr Kirk Dover talk as Mayor, he also had received a scholarship from the Florida league of cities.

134

00:22:56.400 --> 00:22:57.390

Cooper City: Abroad i'm sorry broward.

135

00:22:58.590 --> 00:23:14.430

Cooper City: And so we wanted to make sure that we acknowledge Kirk is one of my appointees on the team Council and has been a phenomenal young person like many, like all of you in here you all, are absolutely phenomenal and we couldn't be prouder of you so God bless you and congratulations.

136

00:23:16.860 --> 00:23:24.060

Cooper City: Thank you very much, because conclude the presentation, unless you really do one stay for the Commission meeting didn't think so.



**CITY OF COOPER CITY  
CITY COMMISSION REGULAR MEETING**

Tuesday, June 08, 2021 at 6:30 PM  
City Hall Auditorium | 9090 SW 50th Place

**MINUTES**

**PLEDGE OF ALLEGIANCE**

Mayor Ross opened the meeting at 6:30 PM and Lucas Porter from Cooper City Elementary led the assembly in the Pledge of Allegiance.

**ROLL CALL**

Present were Commissioners Shrouder, Meltzer, Pulcini, Green and Mayor Ross.

**CHANGES TO AGENDA/EMERGENCY MATTERS**

Commissioner Green presented Mayor Ross with the Home Rule Hero Award.

**PUBLIC SPEAKING**

**Open Public Meeting**

**Agenda Concerns**

Shawn Heyward, 5137 SW 90<sup>th</sup> Avenue - spoke on his concerns with the tackle football team using the fields at Pioneer Middle school opposed to Flamingo West.

City Manager Napoli advised the fields at the Flamingo West are occupied. The tackle football league can use Flamingo West on Friday for practice and games.

Discussion ensued on the field usage. City Manager Napoli will assess the issue.

Otto Crump, 2080 NW 98 Terrace, spoke on the traffic at all schools in the City and spoke on his support of Renaissance Charter School.

Holy Bryan, 10244 SW 50 Street, spoke on her concern with the Cooper City Colts cheerleading team practicing at Pioneer Middle School.

Public Works Operations Supervisor Tim Fleming, spoke on field usage.

Mark Bromley, 5301 SW 103 Avene, spoke on tackle football issues on the field at Pioneer Middle School.

Danielle Jones, 5100 SW 121 Avenue, spoke on the importance of tackle football moving from Pioneer Middle School to Flamingo West Park.

Marilyn Figueroa, 5567 SW 100 Terrace, spoke on Renaissance Charter traffic issues.

**CONSENT AGENDA**

**Minutes**

Commission Workshop meeting minutes of April 20, 2021

Regular Commission meeting minutes of April 27, 2021

**Motion to Approve**

Appointments to City Boards Update - **Administration**

**MOTION:** Commissioner Meltzer moved to approve the consent agenda. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote (5-0).

**REGULAR AGENDA**

**Motion to approve entering into continuing contracts with Chen Moore and Associates, Inc, The Corradino Group Inc., and Hazen and Sawyer, P.C. to provide engineering and professional services - Utilities**

City Attorney Horowitz spoke on continuing contracts.

**MOTION:** Commissioner Green moved to approve entering into continuing contracts with Chen Moore and Associates, Inc, The Corradino Group Inc., and Hazen and Sawyer, P.C. to provide engineering and professional services. Commissioner Pulcini seconded the motion which prevailed by a unanimous roll call vote (5-0).

**Motion to approve job description for city intern - Administrative Services/Administration**

Commissioner Shrouder would like the date and title updated.

**MOTION:** Commissioner Pulcini moved to approve job description for city intern. Commissioner Meltzer seconded the motion which prevailed by a unanimous roll call vote (5-0).

**Motion to approve staff to investigate and determine whether the property owner of 2800 N. Palm Avenue is in compliance with the property’s conditional land use agreement as it relates to its traffic impacts on the neighboring properties and public roadways - Commissioner Shrouder**

Commissioner Shrouder would like a detailed list of the exact conditions and land use requirements for Renaissance Charter School and would like staff to work with the landowner to come into compliance by start of next school year. He would also like a list of all conditional uses in the City.

Commissioner Pulcini believes a detailed list is necessary to follow up on all conditional uses.

**Discussion and possible action on Flamingo West Park vehicle break-ins - Mayor Ross**

Captain De Giovanni explained that there has been two vehicle break-ins from October 2020 to present. Before the COVID-19 pandemic, there were eight vehicle burglaries at Flaming West Park.

Commissioner Pulcini explained that it could possibly be more break-ins as each case could have multiple incidences.

Captain De Giovanni advised that staff has been discussing infrastructure to help aid crime monitoring. In addition, education, promotion, and more patrolling during scheduled games.

Discussion ensued on License Plate Readers

**Discussion on setting a date for a special budget meeting for the Commission to review next year’s budget - Commissioner Pulcini**

Commissioner Pulcini would like to have a budget meeting with the Commission before setting the millage.

City Manager Napoli will schedule the meeting.

**ORDINANCES ON SECOND READING**

**Ordinance 21-19 (Commission)**

City Attorney Horowitz read “AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VII OF THE CITY’S CODE OF ORDINANCES, ENTITLED “FINANCE” BY AMENDING SECTION 2-209, ENTITLED “TRANSFER OF FUNDS” REQUIRING THE CITY MANAGER TO NOTIFY THE CITY COMMISSION OF THE TRANSFER OF FUNDS BETWEEN ACCOUNTS WITHIN AND BETWEEN CITY DEPARTMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE” by title.

Mayor Ross opened the public hearing with no one wishing to speak. Mayor Ross closed the public hearing.

**MOTION:** Commissioner Shrouder moved to approve Ordinance 21-19 with an amendment to include any series of transfers for the same purpose, if the aggregate amount is over \$10,000. Commissioner Meltzer seconded the motion which prevailed by the following roll call vote.

YES: Commissioners Shrouder, Meltzer, Pulcini and Mayor Ross

NO: Commissioner Green

**CITY MANAGER REPORT**

City Manager Napoli advised that the city received the responses from the RFP for the Commission Auditor and asked the Commission for their choice of selection committee. Consensus was reached for the Commission to serve as the Evaluation committee.

Mr. Napoli thanked staff for raising funds for Relay for Life.

Mayor Ross thanked everyone for participating in fundraising for the event.

**CITY ATTORNEY REPORT**

**POLICE CHIEF’S REPORT**

Captain De Giovanni advised that the Memorial Day driving operational plan was effective, with 144 citation issued. The Commercial Plaza initiative is active with 38 plazas in compliance.

Code assignments have been changed and a senior code inspector will be assigned the commercial plazas.

Crime rates are down. There was a bicycle burglary recently, in which the bicycle was recovered.

Captain De Giovanni reminded residents of the 9:00 PM Lock Your Doors initiative and thanked the Commission for their support at Relay For Life.

The Cooper City High School graduation will be held on Saturday June 12, 2021 on Stirling Road.

The COP program has started again with a meeting on June 10, 2021.

The lobby is now open 24/7, 365 and there is one vacancy.

The Shred-A-Thon will be held on July 3, 2021 from 10:00 AM to 1:00 PM.

Commissioner Meltzer spoke of speeding on SW 118<sup>th</sup> Avenue. Captain De Giovanni advised he issued 26 citations in the month of May on SW 118<sup>th</sup> Ave.

Discussion ensued on radar signs.

Commissioner Meltzer spoke on an accident in front of Cooper City Elementary School and spoke on stacking at the school.

Commissioner Shrouder would like to see the road patrol deputies to write more warnings or citations.

Mayor Ross asked how many of the 144 citations written on Memorial Day Weekend were Cooper City residents. Captain De Giovanni advised he would need to look at the citations.

#### **FIRE CHIEF'S REPORT**

Chief Bishop advised CERT was present at Relay for Life. Training is ongoing and staff will be present at Publix. Chief advised the platform is still currently out of service. Commissioner Shrouder said we need to start looking at replacement apparatuses. City Manager Napoli advised he will look at a capital plan.

#### **CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA**

Commissioner Green thanked everyone for their efforts on Relay For Life.

Commissioner Pulcini sent out an email from the director of GASB.

Commissioner Meltzer asked the City Manager if he was committed to the city, to which Mr. Napoli advised he is committed to the City and has never wavered.

Commissioner Shrouder spoke on the conditional use comprehensive list to assure all are accounted for.

Mayor Ross thanked the City Manager for his commitment to the City.

Commissioner Shrouder advised the person in the city manager position could change at any time, so it is important to set forth changes that will stay effective.

#### **ADDITIONAL PUBLIC COMMENTS (2 MINUTES)**

Jimmy Federici spoke on tackle football and possibly reaching out to the Town of Davie for field usage.

#### **ADJOURNMENT**

The meeting adjourned at 8:35 PM.

WEBVTT

1

00:00:17.010 --> 00:00:37.980

630.

2

00:00:52.620 --> 00:00:53.790

Cooper City: About 30 seconds.

3

00:00:56.460 --> 00:01:09.570

Cooper City: At 631, ladies and gentlemen, welcome to the city of Cooper city Commission meeting, it is June 8 2021, if you please join me in the pledge of allegiance.

4

00:01:11.430 --> 00:01:24.330

Cooper City: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands one nation under God indivisible with liberty and justice for all thank you ever call.

5

00:01:25.680 --> 00:01:32.850

Cooper City: Center shatter your mission announcer Commissioner puccini Commissioner green here Eros here.

6

00:01:33.900 --> 00:01:40.020

Cooper City: Are there any changes to be agenda or any emergency matters, Mr city manager know Mr Mayor, thank you.



7

00:01:41.430 --> 00:01:48.750

Cooper City: we've got nervous before we move any further, I have just one presentation that i'd like to make it is regarding you.

8

00:01:50.250 --> 00:01:53.610

Cooper City: to have the Commission to step down to the front.

9

00:02:23.790 --> 00:02:32.760

Cooper City: So mayor Ross is this he didn't know that this was coming, but we, we want to, we want to inform the folks that are here.

10

00:02:33.570 --> 00:02:40.980

Cooper City: watching in the audience in those that are watching at home we're going to be presenting mayor Greg Ross with the 2021 Home Rule hero.

11

00:02:41.490 --> 00:02:51.600

Cooper City: Home Rule hero award right it says we're pleased to inform our residents that our very own mayor Greg Ross has been chosen to receive the Florida league of cities Home Rule.

12

00:02:51.960 --> 00:03:04.200

Cooper City: hero award you're outspoken advocacy for municipal homeroom Home Rule leading up to and during the 2021 legislative session is an inspiration and a model for them and they support official statewide.

13

00:03:04.650 --> 00:03:21.390

Cooper City: Efforts such as yours, are an integral piece of the league's grassroots advocacy and a key component to our access or of our success we joined the Florida league of cities and congratulating you for your hard work on behalf of our city in the entire state of Florida to mayor Greg Ross.

14

00:03:27.630 --> 00:03:32.250

Cooper City: And I would be remiss if I didn't make mention of the hundred and \$50,000 that you brought to the city.

15

00:03:34.770 --> 00:03:37.650

Cooper City: 125 plus 5175 total.

16

00:03:39.510 --> 00:03:47.640

Cooper City: Thank you very much, it is a honor and a privilege and a pleasure to represent Cooper city, when I do go up to tallahassee.

17

00:03:48.420 --> 00:04:03.690

Cooper City: Obviously successful most years, but the home real hero award this, I believe, since 2015 that I have it, and each and every year, and it is truly an award is not given to everyone, just those who really.

18

00:04:04.200 --> 00:04:20.280

Cooper City: Go and and see the legislators and speak your piece and get some work out of it, their obligation their money, so I appreciate it, and thank you very much, it was a surprise now let's go back and do somewhere oh God okay.

19

00:05:07.980 --> 00:05:09.750

Cooper City: Okay we've got shawn hayward.

20

00:05:17.460 --> 00:05:18.000

Cooper City: Good evening.

21

00:05:21.510 --> 00:05:23.670

Cooper City: All right, get my notes me one second.

22

00:05:25.980 --> 00:05:29.580

Cooper City: getting started no kidding that's all right relax i'm a quick speaker.

23

00:05:31.170 --> 00:05:31.500

Cooper City: All right.

24

00:05:33.180 --> 00:05:38.580

Cooper City: Sean hey we're 5137 Southwest 97 I lived in Cooper city have been.

25

00:05:39.720 --> 00:05:46.080

Cooper City: involved in all aspects of sports programs and Cooper city i've been here since 1981 so looking at 40 years this year.

26

00:05:47.430 --> 00:05:55.350

Cooper City: I started playing soccer at the elementary school for Cooper city soccer club before Cooper city optimist soccer even started.

27

00:05:57.120 --> 00:05:59.550

Cooper City: So I have a free time to ask one simple question.

28

00:06:00.690 --> 00:06:07.170

Cooper City: Why is tackle football being stuck at Pinter middle school and we cannot use the brand new park.

29

00:06:08.580 --> 00:06:10.260

Cooper City: When there's nobody out there on the field right now.

30

00:06:11.280 --> 00:06:27.000

Cooper City: The park is very unsafe pinter's very unsafe for the football players there's potholes there snakes as one of our other guys will tell you um we've had kids twisted ankles we've had parents follow the track bus or face on the concrete because it's on the uneven rise.

31

00:06:28.350 --> 00:06:28.980

Cooper City: um.

32

00:06:30.150 --> 00:06:37.380

Cooper City: I don't see why it's fair that we're stuck out there, I don't know why there's a lot of he said she said going around.

33

00:06:38.520 --> 00:06:46.050

Cooper City: This Commissioner says this this Commissioner says that I don't care what was said, I just want to, we want to know the truth or I wonder the truth, as a resident.

34

00:06:47.100 --> 00:06:53.730

Cooper City: Regardless of what anybody saying you hear about transparency, but when it comes to tackle football I don't think there's any transparency.

35

00:06:56.010 --> 00:06:57.840

Cooper City: um i've heard things as.

36

00:06:59.220 --> 00:07:03.060

Cooper City: Football stuck at pioneer because, without the city numbers are the resident numbers.

37

00:07:04.200 --> 00:07:09.750

Cooper City: i've heard that the city doesn't want to tackle football codes and it's an urban sport and it doesn't belong in a state.

38

00:07:11.550 --> 00:07:17.850

Cooper City: basketball zoom's portal, but the only reason why they're not getting any problems is because they're not using your facilities, we are.

39

00:07:19.770 --> 00:07:28.770

Cooper City: Just so you know we have 270 kids out there, right now, our numbers are up we're at 40 something percent 2019 we were in the 20s.

40

00:07:30.030 --> 00:07:42.390

Cooper City: I personally have been at basketball soccer the garage sale, I saw the mayor getting city residents to come into our program my son who's a going to be an eighth grader.

41

00:07:43.920 --> 00:07:55.380

Cooper City: Has recruited probably half of our 13 youth team they're all residents are 13 you squad has 34 kids and it's at 49% resident.

42

00:07:57.090 --> 00:07:59.730

Cooper City: Okay, so i'd like to know from the Commission.

43

00:08:00.780 --> 00:08:02.970

Cooper City: Why can't we use those fields there's nobody out there.

44

00:08:06.060 --> 00:08:10.860

Cooper City: candidly I would turn that question over to the city manager and or.

45

00:08:11.550 --> 00:08:18.720

Cooper City: Because I know you you've been speaking with the optimist as well, I don't care what the outcome is, I want to know as a parent in a city in a resident why can't why my kids.

46

00:08:19.440 --> 00:08:27.360

Cooper City: resident kids can't go out there and practice, the issue is the use of the fields out at flamingo West.

47

00:08:28.110 --> 00:08:38.460

Cooper City: And so what we decided was because they you can practice over a pioneer was that the tackle football would do their practices over at pioneer.

48

00:08:39.060 --> 00:08:51.960

Cooper City: And then, on Friday, they would when they would they would practice over flamingo West with the line fields and then of course you do your games there so it's only the practice right but i'd say i'd catch up, but it's hard to.

49

00:08:53.100 --> 00:09:00.210

Cooper City: have eight teams out at pioneer middle school with no lines on the fields, how do you practice football, with no lines.

50

00:09:01.500 --> 00:09:08.040

Cooper City: You cannot teach proper space and you can't teach running routes run 10 yards or physically having to walk and put cones out.

51

00:09:08.580 --> 00:09:11.040

Cooper City: Then you got to figure out the holes in the in the ground.

52

00:09:11.670 --> 00:09:15.870

Cooper City: I mean it's not it's not safe for the kids out there i've always had two fields and excuse me.

53

00:09:16.140 --> 00:09:26.670

Cooper City: Did you say that flamingo West is not being used, why what you practice my knowledge, I drive past her every single night when i'm coming up for work, I don't see anybody out there, I see adults out there practicing football.

54

00:09:27.270 --> 00:09:35.520

Cooper City: Time they're not part of us did the did the Pinter used to be lined it's not like new hires never been line that's The biggest problem, so if.

55

00:09:36.540 --> 00:09:41.820

Cooper City: scheduling permitting, why are they not allowed to to practice.

56

00:09:42.930 --> 00:09:48.480

Cooper City: As I said, Commissioner, the fields are being used and that's the reason we moved them, so it will check.

57

00:09:48.810 --> 00:09:54.360

Cooper City: Now I don't know if something is changed, but when that decision was made the fields were being used, and we did we could not fit them.



58

00:09:54.720 --> 00:10:03.000

Cooper City: Well, we could not accommodate everybody at flamingo West, and so the decision was made to move their practices to pioneer.

59

00:10:03.840 --> 00:10:09.810

Cooper City: And that was it wasn't based on a decision that they weren't being used, they were being used and so that's why we made the decision.

60

00:10:10.230 --> 00:10:18.930

Cooper City: One more sorry one more one more request tonight and I didn't for it all this information yeah in light of transparency, I don't know if we're doing this or not.

61

00:10:20.550 --> 00:10:31.410

Cooper City: Or is a schedule on on the website for the parks so so that they can go on the website and see that the parks are being used or not used.

62

00:10:32.460 --> 00:10:38.280

Cooper City: I don't know if all the optimists schedules are on our website i'll have to check on.

63

00:10:39.960 --> 00:10:49.380

Cooper City: It whatever you happen to find out you'll keep us apprised of course okay Thank you in my you know I asked about I found out about this from the ultimate is obviously this is not a Commission decision.

64

00:10:50.070 --> 00:10:58.080

Cooper City: But when I asked the staff, the answer that they gave me sound rational i'll tell you what that answer was I, and I told the optimists this at the last meeting.

65

00:10:58.470 --> 00:11:08.070

Cooper City: And only saying this because there is a lot of misnomer out there and I think that's why i'm asking the questions I was told that a demand X mango West was.

66

00:11:09.030 --> 00:11:23.280

Cooper City: Higher increased, and we have Pinter middle as what we're in an agreement with the school board to maintain and everything to use it, so the decision was made to during the week to put football over there.

67

00:11:24.120 --> 00:11:32.280

Cooper City: and show that you know when you still have those other fields, open and then you'd had your lines on the Friday you're able to play otherwise.

68

00:11:32.940 --> 00:11:40.800

Cooper City: Why are we continuing with maintaining pioneers fields, if we don't have any sports, I want to play there and then, when I brought it up to.

69

00:11:41.220 --> 00:11:48.300

Cooper City: Some of the people, the optimist, I said Well, no, no, we need pioneer and mingle West so to me it's still confusing, some of them.

70

00:11:48.660 --> 00:12:01.170

Cooper City: Like you're saying you know it's a danger there because to me that's fixed the danger some is it, we need more space, you also said that used to have to always that like in 2019 when we we were there we moved to west.

71

00:12:02.010 --> 00:12:07.530

Cooper City: We still had teams practice in there because it's not enough room will only get bigger than the football field which we had three teams on.

72

00:12:08.070 --> 00:12:13.680

Cooper City: Do you still have five more teams to go, so the small soccer field, we can only pick our three small teams.

73

00:12:14.220 --> 00:12:23.610

Cooper City: So our 13 you end up going back over to pioneer to stay there to make room, you have enough room in our program is growing and before that did we had we just do that the.

74

00:12:24.450 --> 00:12:32.550

Cooper City: Sue Ellen fertile and and finally we're here, and so on the bottom Okay, we always had a practice, first of all, farming for overflowed to go over there to practice we always had the football field.

75

00:12:33.330 --> 00:12:37.530

Cooper City: Ever since i've been playing send my son's eighth is now 13 so it's like you know.

76

00:12:38.280 --> 00:12:47.130

Cooper City: It just seems like we at least what the feedback I got it i'm always critical Joe tell you it didn't seem right, you know it seems irrational to me.

77

00:12:47.490 --> 00:12:53.820

Cooper City: And you know I would not want, if no one wants to be a pioneer I don't want to pay to Oh, I agree with you know.

78

00:12:54.390 --> 00:12:58.980

Cooper City: Do people out there tonight right now okay I just left there, and one of our coaches left there.

79

00:12:59.430 --> 00:13:06.510

Cooper City: You have basketball practicing and tackle football is out there now it is a nightmare for parking and which one a pioneer.

80

00:13:06.900 --> 00:13:13.140

Cooper City: It is a absolute on their part go out in the front of the school and down 93 times that's how many people are out there, so.

81

00:13:13.770 --> 00:13:25.950

Cooper City: Trying to live in any issues because Carter speed and back there, and you know I don't want to I want basketball or kid get ran over by a parent not paying attention yeah and so, for me, if if the West is just empty.

82

00:13:26.430 --> 00:13:38.940

Cooper City: yeah we know we should try to accommodate but if there's some other type of us, you know i'm not opposed to you know prioritizing prot you know games over practice, or whatever you know so that's, but it was not definitely wasn't a.

83

00:13:40.110 --> 00:13:50.370

Cooper City: mission that i've been i've gotten used to make the Commission meeting or the oddness meetings they say one thing correct yeah it says one thing and i'm in the middle, want to know.

84

00:13:51.510 --> 00:14:01.620

Cooper City: Because i'm tired of well they did he said she said right and the truth and the truth is what I just told you, and that that was related to the Commission, and that was related to the ultimate so.

85

00:14:01.920 --> 00:14:11.550

Cooper City: I don't know what is being said outside of that, but that that is, in fact, how the decision was made, and why that decision was made because, like I said when I dropped by their night, all I see is adult.

86

00:14:12.270 --> 00:14:16.140

Cooper City: Adult people training out there for football and I know they're not reading the field.

87

00:14:16.530 --> 00:14:26.190

Cooper City: they're just pick up going out there and practice, and we have never at least i've never privately and i've never heard any of us publicly give a directive to move organized sports off to make money.

88

00:14:26.430 --> 00:14:32.820

Cooper City: You know, so I mean sometimes I hear that, like Oh, we push them to pioneer so we could run out of you know how it goes yeah that's we don't run things out here.

89

00:14:33.060 --> 00:14:43.710

Cooper City: I mean, I just want, I just want what's best for the kids that are out there busting their homes playing football trying to win another two super bowls that we did two years ago, I want to get the best chance and using those fields, give them the best chance.

90

00:14:44.850 --> 00:14:50.370

Cooper City: To say it, but I can't like you can't play soccer without align field, and I think we're football.

91

00:14:51.420 --> 00:14:57.120

Cooper City: And I appreciate it for what i'm hearing is even if we align the fields that the fields are in good enough shape for you.

92

00:14:57.510 --> 00:15:05.100

Cooper City: And the parking isn't sufficient for you, if you go walk out there if, when you guys would love to come out there one night we're out there out there, Monday to Friday come walk the fields.

93

00:15:05.700 --> 00:15:13.380

Cooper City: it's they're there they're horrible and then and then, when you're when it rains forget it you're done there's there's huge puddles.

94

00:15:13.860 --> 00:15:20.280

Cooper City: So it's it's not it's not a safe environment for the kids to play out there and it hasn't been for years, but that's been the biggest complaint, but.

95

00:15:21.060 --> 00:15:32.580

Cooper City: sort of like soccer there to it wasn't it wasn't when I was a little kid playing out there, it wasn't say for for soccer either so just you know come on look and we'll show you will walk the fields with you, I appreciate it john Thank you very much.

96

00:15:34.350 --> 00:15:37.080

Cooper City: So, Joe just you know you gotta balance it and.

97

00:15:38.340 --> 00:15:43.770

Cooper City: I agree, and so we'll take it we'll assess it to say, in fact, maybe they aren't being used at this moment but.

98

00:15:44.220 --> 00:15:48.540

Cooper City: We do have to balance and there's so such a high demand for all of our fields.

99

00:15:48.930 --> 00:16:00.510

Cooper City: That it is hard to to make to accommodate everybody exactly what they want, but we'll assess it now takes care of the maintenance of pioneer we do we do okay that's part of why they said hey we're not let's not leave it at.

100

00:16:01.440 --> 00:16:05.550

Cooper City: Hand right so let's use it okay all right, thank you, I don't crump.

101

00:16:15.060 --> 00:16:25.470

Cooper City: Good evening, good evening on Ross fellow Council members Community I speak tonight as both a parent and a concerned citizen, I have two children who attend Renaissance charter Cooper city.

102

00:16:26.070 --> 00:16:34.320

Cooper City: I reside one eighth of a mile south of shared and street and I drop my kids off every morning, just like thousands of parents across Cooper city.

103

00:16:35.100 --> 00:16:45.960

Cooper City: I find it difficult to understand how the traffic situation at this particular school can somehow warrant the investigative and financial resources, which are already stretched in the city.

104

00:16:46.260 --> 00:16:50.640

Cooper City: While not addressing the same at the other six of the seven schools listed on the city's website.

105

00:16:51.480 --> 00:16:58.170

Cooper City: This school, while potentially the youngest of the seven must have been held to the same protocols, as the others in terms of enrollment.

106

00:16:58.470 --> 00:17:05.130

Cooper City: Traffic studies traffic impact and other economic factors related to the parcel and surrounding businesses and properties.



107

00:17:05.520 --> 00:17:10.440

Cooper City: If the enrollment level has remained consistent over these years, why is this becoming an issue now.

108

00:17:10.950 --> 00:17:20.790

Cooper City: Other than what could potentially be construed as conceptual pandering there seems to be few businesses that are impacted by a line of cars picking up their future customers and employees twice a day.

109

00:17:21.390 --> 00:17:30.000

Cooper City: If this is a Cooper city resident issue let's take a practical look everyone in embassy likes has direct access to sterling roads same as rock creek.

110

00:17:30.300 --> 00:17:38.040

Cooper City: The need to pass shared and palm to move to the north, as a matter of awareness, nothing more, the only remaining area residents is like maranatha.

111

00:17:38.460 --> 00:17:47.520

Cooper City: Less than 50 homes if potentially shutting this school is on the table, why is first Baptist church in Academy, not on this emotion as well, it certainly raises a question.

112

00:17:48.090 --> 00:18:00.840

Cooper City: With the situation in the world and we are now emerging from part of the traffic congestion, over the past year, improve but has certainly been impacted out of safety measures, taking temperature CDC protocols to make sure everybody would say.

113

00:18:01.350 --> 00:18:11.370

Cooper City: With this no longer being necessary, the only other feasible solution would be an even more staggered arrival and pick up, but once another set of feathers ruffled will find ourselves back here again.

114

00:18:12.270 --> 00:18:18.810

Cooper City: In my opinion, closing the school is not an option, and the fact that's even being considered should be cause for a bit of self examination.

115

00:18:19.350 --> 00:18:29.490

Cooper City: The solution to a traffic issue is not to close the school when vendors residents employees can't get in the embassy lakes, do we close the Community or do we retrain the security team.

116

00:18:30.150 --> 00:18:36.870

Cooper City: The land was approved, to be used as a school, why are we surprised that people are going there twice a day to drop off and pick up their children.

117

00:18:37.830 --> 00:18:43.920

Cooper City: If, when uses now concerned, there are other similar areas of land use questions that should certainly be getting the same scrutiny.

118

00:18:44.520 --> 00:18:50.220

Cooper City: The hard working staff at Renaissance Cooper city deserve to know that they will have a school to teach the leaders of tomorrow.

119

00:18:50.730 --> 00:18:59.820

Cooper City: charter schools USA has worked to comply and as an any ask of the city made of them police details modified pickups they've done their best to accommodate.

120

00:19:00.150 --> 00:19:07.380

Cooper City: At what point do we all, embrace the fact that our children must be educated and we already have a wonderful place to do that, right here in Cooper city.

121

00:19:07.920 --> 00:19:17.280

Cooper City: I respectfully ask that the motion presented tonight be rejected and the education of tomorrow's leaders at 2800 palm avenue be allowed to continue, unimpeded, thank you for your time.

122

00:19:17.670 --> 00:19:26.730

Cooper City: Thank you, one thing I will agree with is that education is needed, but I believe that you will agree with me that education of the parents at renaissance.

123

00:19:27.030 --> 00:19:40.980

Cooper City: Is foremost to be the ones to be educated and not coming early it's it's it's an easy solution, but I think tonight you'll hear other solutions as well that are going to be run concomitantly right Thank you.

124

00:19:43.950 --> 00:19:44.790

Cooper City: holly Ryan.

125

00:19:50.100 --> 00:19:57.150

Cooper City: mission, just like my counterpart on here in regards to the Cooper city colts practicing over at the flamingo West park.

126

00:19:58.200 --> 00:20:06.480

Cooper City: I am a cheerleading coach my daughter is a cheerleader on the team, just like the football players that field is not appropriate at pine or middle school.

127

00:20:06.840 --> 00:20:11.700

Cooper City: The part that I will state as far as the cheerleaders are concerned, that if it rains there and it floods.

128

00:20:11.910 --> 00:20:21.780

Cooper City: It takes weeks for it to drain enough for these girls to be able to start, because if they start with wet shoes they're going to fall they're going to get hurt and that's that's a huge concern for me and for my daughter as well.

129

00:20:23.070 --> 00:20:28.260

Cooper City: The other girls are just like my own kids that I treat out there, so to me, this is an extremely important issue.

130

00:20:29.580 --> 00:20:39.630

Cooper City: Mr router I understand that you said that the condition doesn't make that decision, but if you guys would get behind us and help us out with that, I think that that would make a great deal of importance for.

131

00:20:39.990 --> 00:20:46.650

Cooper City: Our team and for our kids I grew up in Cooper city I moved here in 1984 I won't say how old I was I want age myself.

132

00:20:47.130 --> 00:20:56.610

Cooper City: However, I will say that I went through the gamut of the Cooper city schools previously elementary pioneer Cooper city high I was a cheerleader never practiced at pioneer.

133

00:20:57.570 --> 00:21:01.590

Cooper City: My son graduates tomorrow from Cooper city high school my daughter attends pioneer middle school.

134

00:21:01.920 --> 00:21:12.300

Cooper City: So I am a huge Cooper city resident I work off a PGA boulevard I commute every single day to live in Cooper city for the schools for the Cooper city codes for the Community.

135

00:21:12.930 --> 00:21:22.530

Cooper City: So all I asked it just for the opportunity to be able, for you guys to consider moving these teams to a safer higher ground to where the turf is better for the girls for the boys.

136

00:21:23.130 --> 00:21:37.680

Cooper City: they're not running in potholes the parking is a lot safer, I see the little ones get away from the parents, which kids tend to do, and they are out in those cars and we have kids parking in the parking lot there aren't paying attention and it's a huge concern for us, it really is.

137

00:21:39.420 --> 00:21:48.660

Cooper City: I think that's about it, but I would just really appreciate it you guys took that opportunity to kind of get behind the culver city colton help us get moved over for practice just out of curiosity, do you.

138

00:21:49.350 --> 00:22:00.870

Cooper City: Practice cheerleading when the cultural practice football, yes, we are out there with them and again that also poses a very big issue with the space, because you have the football players and you have the cheerleaders we have five teams right now.

139

00:22:01.470 --> 00:22:12.570

Cooper City: The majority of them are Cooper city residents and we need the space to be able to move around 2019 we were obviously shut down for 2022 to Kobe but 2019 my team went undefeated.

140

00:22:13.380 --> 00:22:20.130

Cooper City: We just did another team of all ages for a different lead, but we represented the Cooper city colds and we went undefeated in nationals and states.

141

00:22:21.690 --> 00:22:29.430

Cooper City: Can I ask question, let me clear for that I was just it's not that we don't we just weren't part of that decision, so I was just you know.

142

00:22:30.150 --> 00:22:39.180

Cooper City: Not that we're putting off the decision just want to let everyone know that I just figured I would make that statements to kind of get behind us and help us out with this, and this may sound.

143

00:22:40.740 --> 00:22:52.290

Cooper City: naive question but who does your scheduling who who scheduled you in pine island and paying your middle school yeah okay sorry under the pioneer I wasn't part of the meetings that that.

144

00:22:52.770 --> 00:22:59.340

Cooper City: took over that conversation of scheduling us to pioneer I just kind of follow the direction as a coach but who, who did the scheduling.

145

00:22:59.820 --> 00:23:09.900

Cooper City: I received notice from Michelle that she that we were going to be practicing at pine or middle school we practiced in May and the cheerleaders are off for the month of June, so that when who does Michelle receive.

146

00:23:11.160 --> 00:23:14.400

Cooper City: The optimists okay so so this, so the optimists.

147

00:23:15.660 --> 00:23:33.120

Cooper City: Do the scheduling I would along along with our staff Okay, let me ask this question why why can't they use Sue Ellen and a woman why isn't that also available is it because of maintenance, because of its preparing it from another season or another.

148

00:23:36.060 --> 00:23:49.110

Cooper City: Is it like under repair i'm under wise yeah like will, for the season yeah for the season flag football plays over there now flag football requires for four fields now.

149

00:23:49.680 --> 00:23:57.240

Cooper City: So they're their program as well, so they have three three fields over at the lips one field at the sports complex and baseball uses the other fields.

150

00:23:58.290 --> 00:24:10.350

Cooper City: Theoretically, if the optimist wanted to move all that around and say flag football a pioneer in this one over at Sue Ellen would that just like football I play games i'm TIM who's using flamingo West now soccer.

151

00:24:11.130 --> 00:24:21.990

Cooper City: So, using all the fields, yes Okay, because to me it seems like the optimists programs need to coordinate a little bit, the problem is in some sports there's too many teams.

152

00:24:22.590 --> 00:24:37.710

Cooper City: And that's the problem sounds like a problem and then you're trying infrastructure problem oh yeah so let me, let me explain it so tackle football has eight teams or 17th and tackle football and they had 17 and cheerleading.

153

00:24:38.730 --> 00:24:45.810

Cooper City: There after me go West you're trying to show all these teams and the Julian on to feel that same time that's too many people on a field.

154

00:24:46.860 --> 00:24:55.200

Cooper City: If I could just say also that towards the coop a city called tackle football and the cheerleading we start we're not we sideline chair, but we also stand up instance.

155



00:24:55.530 --> 00:25:00.090

Cooper City: I coach the senior team our students are pretty extreme it would almost be the things that you watch on TV.

156

00:25:00.930 --> 00:25:09.780

Cooper City: The turf at the flamingo westfield is safer for the type of aggressive sports that we play compared to soccer or play football.

157

00:25:10.170 --> 00:25:18.390

Cooper City: Not an internal thing for scheduling yeah so cheerleading wanting to go practice out there, they would have to get with travel with soccer and figure out how to schedule those fields.

158

00:25:18.900 --> 00:25:27.300

Cooper City: yeah schedule when they practice and all that stuff that's an interest, then we don't get involved that we're just on the field spaces that are available givings from like a.

159

00:25:28.320 --> 00:25:42.150

Cooper City: 50,000 you know foot view i'm thinking we had to now we have three, you would think you have you know more and tackle football in general and, and since i've been with the city as always practice.

160

00:25:43.950 --> 00:25:56.490

Cooper City: i've been with stakeholders for since for four years that we've been there and we have done spring training at pioneer but we've always practiced at flamingo West the issue right now over there was basketball just started.

161

00:25:57.540 --> 00:26:04.350

Cooper City: tackle football never played right now, they never practice, they did a they did a month of training and they.

162

00:26:04.980 --> 00:26:16.200

Cooper City: And then they took a month off and then I started after July 4 by then basketball is almost over, and there's less teams practicing over there, because most of the teams are practicing in our in our city parks.

163

00:26:18.060 --> 00:26:25.260

Cooper City: that's the issue right now, because basketball is just now starting up so there's so many teams trying to practice and they're practicing on those basketball courts to.

164

00:26:25.530 --> 00:26:32.850

Cooper City: tackle football decided this year we just found out in the middle of May that they're going to practice in gym for the whole month.

165

00:26:33.360 --> 00:26:50.550

Cooper City: This is all new to us, you can't like couldn't soccer you know swap with type of football location wise that's that's that's internal right we don't we don't schedule and we just have the available fields, they need help with any any guidance and that's what.

166

00:26:51.600 --> 00:26:54.660

Cooper City: Do they ever come to you with for for scheduling.

167

00:26:56.310 --> 00:27:01.410

Cooper City: Maybe they will try it out and swap some of the sports and you know, obviously, if they're doing something I love it.

168

00:27:02.310 --> 00:27:13.440

Cooper City: I can understand jumping and flying you want more level ground, you know the problem with us getting involved with scheduling is that we don't have the optimists here to speak with that we don't know what their schedules are.

169

00:27:14.460 --> 00:27:19.080

Cooper City: Well, I think that's that's our responsibility, this is a balancing act.

170

00:27:19.560 --> 00:27:24.600

Cooper City: And I don't we're not going to figure it out here alright, so what I would recommend we'll we'll go back and assess.

171

00:27:24.930 --> 00:27:32.550

Cooper City: But we are not going to please everybody, I just want to make that clear, because there is such a high demand for our fields on a continuous basis.

172

00:27:33.030 --> 00:27:38.100

Cooper City: And so it's going to be hard to please everybody will go back and assess and see if we can somehow accommodate.

173

00:27:38.790 --> 00:27:48.660

Cooper City: football and soccer I mean football in the cheerleaders but I don't know if we're going to be able to I just and I don't want to make a commitment now, but I would like to have the opportunity to go back and assess.

174

00:27:48.960 --> 00:28:00.030

Cooper City: But we aren't going to figure it out now because there is so many moving parts so few fields so many teams and so many parents as well, trying to advocate for their sports as well this isn't a Commission.

175

00:28:00.570 --> 00:28:07.650

Cooper City: policy decision this is operations yeah like I said i'm just asking for the Commission to get behind us got it but also.

176

00:28:08.040 --> 00:28:12.810

Cooper City: When you, you know when it comes to like I said, with the soccer and the basketball and football.

177

00:28:13.200 --> 00:28:23.550

Cooper City: Yes, we are practicing in the month of June and we don't expect that to happen, right away, but our main season begins July 5 and that's when we would most likely.

178

00:28:24.240 --> 00:28:33.360

Cooper City: prefer to be on that field practicing and playing football and representing Cooper city, maybe soccer needs to go to find her and football can smell I don't know, maybe they take up to four.

179

00:28:34.230 --> 00:28:50.250

Cooper City: Years alternate whatever whatever i've been discussing, thank you very much we're amenable to what works for everyone, but like the manager said to him I I agree not everyone's going to be happy, of course, we're just looking for safety for our kids but thank you for.

180

00:28:51.270 --> 00:28:52.080

Cooper City: That Thank you.

181

00:28:55.680 --> 00:28:57.030

Cooper City: Mark Bromley.

182

00:29:03.780 --> 00:29:07.920

Cooper City: Council, good evening, my name is mark Bromley haven't been a resident that long.

183

00:29:08.970 --> 00:29:12.810

Cooper City: I am also here with the issue for football at flamingo West.

184

00:29:14.100 --> 00:29:25.830

Cooper City: I can tell you that the field is unsafe i've served in the army now 21 years, four years active duty, a year in Iraq and the rest of my time here in the reserves, I will tell you i've done.

185

00:29:26.700 --> 00:29:35.640

Cooper City: stuff in the army that's a lot more safer than being at that field my my football team that I coach I personally had two kids sprained ankles do the potholes.

186

00:29:36.660 --> 00:29:45.390

Cooper City: i've twisted an ankle out there running drills with the kids the potholes on my kids had a water break and one of my kids almost stepped on a snake.

187

00:29:46.230 --> 00:29:56.280

Cooper City: That we had to grab and fill it over a fence there snakes on the field as potholes everywhere and to to answer a couple of the questions that were brought up.

188

00:29:58.950 --> 00:30:04.170

Cooper City: Our football, Commissioner, Michelle she requests to practice dates through the optimist in January.

189

00:30:05.070 --> 00:30:18.630

Cooper City: And that is correct, we usually do not practice in the month of June, but for the Cooper city codes, I am the League REP so I attend all of our CFO which the Football League or and I attend the meetings every week with the league.

190

00:30:19.710 --> 00:30:30.330

Cooper City: It was voted on by it was a unanimous vote that we if we wanted to, we were practice through the month of June due to not having a football season last year.

191

00:30:30.960 --> 00:30:47.010

Cooper City: So yes, usually we do take a break in June people on vacation normally we would start in May conditioning at pioneer and in 2019 after the July 4 holiday, we would move over to flamingo West, as we did in 2019.

192

00:30:48.270 --> 00:30:49.380

Cooper City: wants to feel it was complete.

193

00:30:51.570 --> 00:30:59.700

Cooper City: And that's really all I have to say, the field is unsafe, to my knowledge soccer ended may 27 26.

194

00:31:02.220 --> 00:31:11.160

Cooper City: I do not know of any other sports teams that are actually practicing there now I drive by there quite frequent and I don't see any teams out there.

195

00:31:11.670 --> 00:31:23.880

Cooper City: And I would like it if we were able to move over preferably now because the field is unsafe pioneer but, if possible, to be able to move back in July to be at a practice at a safer field.

196

00:31:24.330 --> 00:31:32.640

Cooper City: is extremely hard to practice football without lines on the field as Sean said earlier, how can I tell a kid a kickoff 10 yards.

197

00:31:33.210 --> 00:31:43.350

Cooper City: If it's less than 10 yards don't touch the football they don't know what 10 yards is I literally took a piece of engineering team pushing the army to a role of cloth maybe that thick.

198

00:31:43.800 --> 00:31:54.390

Cooper City: I went out the flamingo with my son and measured out 10 yards and cut it just so I could have a point of reference for these kids hey this is 10 yards between these calls is 10 yards.

199

00:31:54.960 --> 00:32:00.540

Cooper City: I don't think it's too much to ask to be able to move over there, in July and practice football at a safer park.

200

00:32:02.700 --> 00:32:16.170

Cooper City: And where we are right now, apparently, thank you, thank you and I thank you on behalf of the Commission, I thank you for your service and bringing the issues to our attention, they will be addressed, thank you.

201

00:32:18.570 --> 00:32:19.890

Cooper City: Danielle Jones.

202

00:32:26.160 --> 00:32:35.550

Cooper City: Here, Commission, my name is Danielle Jones and I am a resident of Cooper city i'm living in Florida, maybe 20 years i'm a northern girl.

203

00:32:36.480 --> 00:32:40.410

Cooper City: And my mission since moving to broward county was to become a Cooper city resident.

204

00:32:41.070 --> 00:32:48.990



Cooper City: And that's because of all the things my colleague said, the schools, the parks and i'll have to worry about my kids walking down the street or.

205

00:32:49.500 --> 00:32:58.980

Cooper City: All of the things you can worry about in other areas I work at a higher education institutions so education is hugely important to me.

206

00:32:59.670 --> 00:33:09.720

Cooper City: But one of the things that really drew us to Cooper city was the optimum sports program we joined the sports program shortly after we lost our infant son.

207

00:33:10.200 --> 00:33:25.860

Cooper City: And we did that, because we needed to occupy or fill time for our other kids give them something to be engaged into as a distraction, and what we learned through that is that the optimist programs and Cooper city operate at a higher level.

208

00:33:26.910 --> 00:33:34.020

Cooper City: So I know that you've heard ad nauseum at this point how important it is for us to be at flamingo West.

209

00:33:34.380 --> 00:33:41.070

Cooper City: I also understand the flamingo West it's a new park for us so not that we've been there forever, but it's like having home court advantage right.

210

00:33:41.550 --> 00:33:50.790

Cooper City: can't expect the heat to bring home a championship if they never practice in the arena, and so we are asking that we get home court advantage.

211

00:33:51.420 --> 00:34:02.190

Cooper City: The turf is an issue yes cheerleading practice has to cancel when there are when they're when it's flooded out there, yes i've seen players twist ankles and break.

212

00:34:02.760 --> 00:34:11.160

Cooper City: bones, and all of the things that come with being an athlete and it doesn't help if the if the turf isn't good, so what we're really just asking is that.

213

00:34:11.610 --> 00:34:19.530

Cooper City: Like my counterparts have said that you give us some consideration, I believe that you've paid attention tonight and that you were going to give us some heartfelt.

214

00:34:20.790 --> 00:34:27.780

Cooper City: thorough consideration and do the best you can for us i'm trusting that you do that because that's why we elect you so that you.

215

00:34:28.890 --> 00:34:38.580

Cooper City: Do what you the best you can do for us, and we appreciate that we also understand that we are big program and that one part probably isn't sufficient so.

216

00:34:39.000 --> 00:34:46.530

Cooper City: While pioneer may not be the best fit with basketball soccer football, there has to be just another space, if we can have flamingo.

217

00:34:46.860 --> 00:34:54.240

Cooper City: West when we can as often as can need that home court advantage and another space we would really appreciate it.

218

00:34:54.720 --> 00:35:05.010

Cooper City: Again you've heard it for the last 30 minutes, probably, but just want to position that you just give us some consideration, I know that this is not solely on your shoulders, you have to cooperate with the optimist.

219

00:35:05.310 --> 00:35:12.990

Cooper City: We are willing to do whatever we need to do to demonstrate, through evidence, because I think evidence based information is better than emotion sometime.

220

00:35:14.100 --> 00:35:20.730

Cooper City: But whatever you can do to help us get to a place that gives our kids our future athletes who knows.

221

00:35:21.150 --> 00:35:33.780

Cooper City: There might be an nfl hall of famer practicing on those fields, and we want to give them that advantage, so please continue to support us as we will continue to support you and do the best we can, for our kids Thank you very much.

222

00:35:36.840 --> 00:35:37.590

Cooper City: Maryland.

223

00:35:38.760 --> 00:35:39.390

Cooper City: Big aroma.

224

00:35:47.190 --> 00:35:49.320

Cooper City: me i'm a newly.

225

00:35:50.520 --> 00:35:57.870

Cooper City: New resident to proceeding with matter of fact, on me your roles you welcome monster, the city, when we were campaigning.

226

00:35:58.500 --> 00:36:08.460

Cooper City: i've been a capacity renison Cooper city for nine years old, my oldest one graduated about two years ago my middle child graduate is graduating this year.

227

00:36:08.910 --> 00:36:17.340

Cooper City: And I still have a little one she's going to the secondary, so I saw about seven years at renison we were looking to move to cook proceeding my number one.

228

00:36:18.390 --> 00:36:26.700

Cooper City: At the top of my priority was to be close to right now sounds even though my folder shoulders are going to go to high school, we had made other.

229

00:36:27.870 --> 00:36:38.280

Cooper City: Alternative school for them that it was not good for city high, but it was extremely run for my younger shouts to state at Renaissance i'm.

230

00:36:40.800 --> 00:36:52.440

Cooper City: You know i'm not really used mentioned that we have to educate our parents not arriving already I totally agree with that I know we can do that, but other than finding.

231

00:36:54.330 --> 00:37:05.670

Cooper City: Solutions I don't see any other way to go with it, I mean what would the city do with the building if they decided to shut it down and give it another.

232

00:37:06.240 --> 00:37:14.460

Cooper City: shot her school and create the same problem or, even worse, because not all the families that are Renaissance, if that was the case will sing a renaissance.

233

00:37:14.940 --> 00:37:23.370

Cooper City: I mean every one of those parents that would not keep my child there is not just the building, you know it's the Community that we have the family sense that we have.

234

00:37:24.720 --> 00:37:27.720

Cooper City: So I mean other than finding solutions.

235

00:37:28.890 --> 00:37:32.520

Cooper City: That we know we can come up because we have a principle that.

236

00:37:33.750 --> 00:37:46.770

Cooper City: will make it happen and we have parents, like me, that will do will go above and beyond, to find solutions and involve other parents that may not be aware of the you know of health care visits I didn't see.

237

00:37:47.910 --> 00:37:54.330

Cooper City: I mean, how we can go about this other than finding solutions shutting down the school saying we're going to shut down Remove your license.

238

00:37:54.780 --> 00:38:03.330

Cooper City: It is not a solution given it to another shatter school is going back in nine years is starting over you're not going to have the same set of families there.

239

00:38:04.740 --> 00:38:08.730

Cooper City: So I mean if this is a great great score and like I said.

240

00:38:09.900 --> 00:38:15.990

Cooper City: The only reason i'm of the clippers eaters of them to be close i'm three minutes away from Renaissance now because of my older children.

241

00:38:16.950 --> 00:38:21.900

Cooper City: You know, we shall to private school for my oldest son is, and I know Cooper city high is where everybody wants to go.

242

00:38:22.230 --> 00:38:27.810

Cooper City: For me, was to keep my child at renison my youngest child i've been there for nine years i've seen it all.

243

00:38:28.260 --> 00:38:40.920

Cooper City: i've seen for principles, I mean i've seen it all, and I know we're in a good place right now, I think you all have seen what we did in the past two three weeks, you all saw it, so the commitment is there.

244

00:38:42.420 --> 00:38:50.250

Cooper City: So just have to give us a chance and I, and I were going to do it, but really other than just fine like I said find the solution.

245

00:38:50.820 --> 00:39:03.540

Cooper City: Taking away the lights and it's just going back to creating a bigger mess, the none of you want, I want to see because you're not going to want to see it you're going to have a new set of families that have no idea what's happening and.

246

00:39:04.560 --> 00:39:12.210

Cooper City: you're just going to make a bigger mess, so I know we're going to find solutions and we're all going to work together and we're going to keep this wonderful.

247

00:39:13.620 --> 00:39:23.730

Cooper City: So thank you, I thank you and I thank you for your your thoughts and I believe that you'll find this Commission to be very open to finding solutions and being very creative.

248

00:39:26.820 --> 00:39:29.160

Cooper City: anyone else here in City Hall wants you to speak.

249

00:39:32.220 --> 00:39:32.700

Cooper City: You share.

250

00:39:34.320 --> 00:39:36.660

Cooper City: Okay anyone on virtual.

251

00:39:38.760 --> 00:39:47.700

Cooper City: right then we're going to go ahead and close this portion and move on to the consent agenda motion of emotion to a half a second.

252

00:39:50.430 --> 00:39:51.060

Cooper City: call the boat.

253

00:39:53.670 --> 00:40:00.210

Cooper City: Question shutter yes question amount serious question of porcine yes Krishna green yes Eros yes.

254



00:40:00.810 --> 00:40:12.780

Cooper City: Moving on to the third item, excuse me, the fourth item regular agenda to have a motion to approve entering into continuing contracts with Chen more and associates, the core Dino group.

255

00:40:13.080 --> 00:40:30.870

Cooper City: And Hasan in soy a PC to provide engineering and professional services so moved by commissioned a green second by second conditional porcine mention a green permission to pull cine good Commissioner Meltzer The only question I had was over our city attorney jake.

256

00:40:33.480 --> 00:40:34.500

Cooper City: Of the contracts.

257

00:40:35.640 --> 00:40:38.100

Cooper City: made sure that I know that I know the answer but.

258

00:40:38.340 --> 00:40:48.960

Cooper City: you're comfortable I did the short answer is yes, we were operating under a very unique statutory provision, called the CCA it's a consultants competitive negotiation Act, the Statute, specifically contemplates what's called a continuing contract.

259

00:40:49.350 --> 00:40:57.240

Cooper City: And when the city engages professional services which are defined as architecture services surveying engineering and certain other services that are services that on the Statute.

260

00:40:57.630 --> 00:41:00.000

Cooper City: We can enter into these continuing contracts.

261

00:41:00.420 --> 00:41:07.230

Cooper City: That are procured consistent with the process that out in the Statute, and this these agreements don't obligate the city to spend any money.

262

00:41:07.470 --> 00:41:10.290

Cooper City: But it keeps these vendors, essentially in a reserve capacity.

263

00:41:10.530 --> 00:41:17.280

Cooper City: To be used as needed and when projects come forward to sneak and then call on these particular vendors consistent with these contracts to perform the services.

264

00:41:17.490 --> 00:41:28.020

Cooper City: There are some limitations, as to how continuing contracts can be used this will give the city three options and three vendors took to go to as a resource, but we do have these particular project, just to be clear when a P O is.

265

00:41:29.250 --> 00:41:37.710

Cooper City: Created it's going to come before Commission yes Okay, thank you that's assuming the project exceeds the manager spending this already yes, thank you Krishna shorter.

266

00:41:39.570 --> 00:41:40.680

Cooper City: Mike how.

267

00:41:41.730 --> 00:41:46.560

Cooper City: If there's a project, how is it that one of the three are chosen.

268

00:41:48.420 --> 00:41:50.460

Cooper City: I base it on their.

269

00:41:52.020 --> 00:41:53.940

Cooper City: their qualifications and expertise.

270

00:41:55.590 --> 00:42:04.650

Cooper City: Based from my knowledge and also there's some Middles so it's not on a rotating basis because, as I understand it, we can have.

271

00:42:05.670 --> 00:42:13.080

Cooper City: four different projects and all four go to one of these three individuals, because it's their expertise that area.

272

00:42:15.420 --> 00:42:17.280

Cooper City: it's possible like, for example.

273

00:42:19.110 --> 00:42:20.610

Cooper City: The firm what the.

274

00:42:21.810 --> 00:42:32.040

Cooper City: One of the three firms that is most qualified with respect to treat and processes would be hazing and solar, so if I had for treatment process projects that I would recommend all for wednesday's and and sore.

275

00:42:32.370 --> 00:42:43.050

Cooper City: But we don't have just treatment process projects we have lists station rehabilitations pipe certain the field road construction projects traffic studies so.

276

00:42:44.700 --> 00:42:52.890

Cooper City: it's not that it's not not that it's impossible, but it's unlikely, then, then let me ask you a different way, all things being considered equal.

277

00:42:53.910 --> 00:42:59.310

Cooper City: How is it that one is chosen over the other, and is it solely your choice.

278

00:43:00.780 --> 00:43:10.020

Cooper City: Well it's ultimately up to you if it's over \$20,000, but I would recommend based on their qualifications, he does you know I can't compare quotes.

279

00:43:11.400 --> 00:43:19.890

Cooper City: And and and and from from eight years ago, when I selected till now, I always hated you know I always hated this process.

280

00:43:21.150 --> 00:43:35.070

Cooper City: If I may have to one of the limitations when it comes to using continuing contracts is, if you have multiple vendors under these types of contracts, they can't be required to bid against each other, so, in other words, if you see why I hate it I understand.

281

00:43:36.720 --> 00:43:43.320

Cooper City: But I know it makes sense to do that doesn't it lockout if we wanted to bid on a project.

282

00:43:44.040 --> 00:43:52.710

Cooper City: If you wanted to you still can you're not you don't have to use contracts, but remember we we started the selection process June of last year.

283

00:43:53.550 --> 00:43:59.070

Cooper City: The cna process takes a very long time, but so if you had a project you wanted a bit out.

284

00:44:00.060 --> 00:44:07.110

Cooper City: You couldn't require these for companies to bid on it, not I shouldn't require you can allow them to use.

285

00:44:07.770 --> 00:44:16.530

Cooper City: The season, or no obligation to use these vendors if there's a particular service that falls within the parameters of a continuing contract and the city wants to go out to bid.

286

00:44:16.740 --> 00:44:22.230

Cooper City: For that service, we can certainly follow that process now we're still constrained by the statutory process to follow CCA.

287

00:44:22.650 --> 00:44:26.190

Cooper City: So you still have to go through the same process, but these vendors, will have an opportunity to bid.

288

00:44:26.580 --> 00:44:36.810

Cooper City: On a particular project, but not we're not compelled to use any one of them, I think I think this was to make it home or hold on Max for the city so Max Max hold on one moment Mike you saying.

289

00:44:37.860 --> 00:44:45.300

Cooper City: I just wanted to correct the terminology right the term bid is not the right term here, because you can't compare prices bids, I like.

290

00:44:46.350 --> 00:44:58.890

Cooper City: include price yes okay okay Max yeah I think the purpose of doing it this way, so that he has a pool of companies to pick from and each company's a little bit different, and they have expertise.

291

00:44:59.370 --> 00:45:06.960

Cooper City: That specialize in a certain area, so I think Mike knows just specifically which country to call depending on the job that needs to be done.

292

00:45:07.320 --> 00:45:15.660

Cooper City: And if the job is a large enough that warrants a Bay doors outside the budget is beyond the budget, I think you'll bring it to us and well.

293

00:45:15.900 --> 00:45:27.090

Cooper City: And we'll we'll get it out, you can't you're not building because it's you would doing an rfp request for yeah and now does the fact that we have a continuing contract.

294

00:45:28.260 --> 00:45:35.520

Cooper City: prohibit us from getting in our queue where they would just sit the same price know would have an opportunity to submit whatever price they want to.

295

00:45:35.940 --> 00:45:42.660

Cooper City: Remember the rfu is qualification based it's not based on a price so when you have a you know, a cure essentially evaluating the qualifications of a.

296

00:45:43.230 --> 00:45:54.210

Cooper City: Particular firm and they don't have to tell you the price, the price they didn't know because typically when negotiate that price once you find the most qualified firm that particular project yeah but.

297

00:45:55.410 --> 00:46:00.870

Cooper City: You choose the firm person you negotiate, but you're saying we can't negotiate them under this continue you lower your.

298

00:46:01.410 --> 00:46:13.050

Cooper City: Continuing contract vendors cannot be compelled to bid against one another, another which is as Mike is saying you can't compare prices, you can have a project and ask all three of them to submit proposals for a particular project.

299

00:46:13.290 --> 00:46:17.640

Cooper City: Compare their proposals and you know the lowest bid if we didn't have these we could ask them all three.

300

00:46:18.120 --> 00:46:24.660

Cooper City: If you didn't have these you'd have to go out to you have to go through a complete CC and a process under the Statute to find the most qualified vendor.

301

00:46:24.930 --> 00:46:32.160

Cooper City: And then negotiate a contract with that vendor now when you go through CCA the evaluation committee is required to recommend no fewer than three.

302

00:46:32.550 --> 00:46:42.930

Cooper City: Potential vendors and the Commission would then direct administration to negotiate a contract with the top ranked firm if you can't come to an agreement with that firm we move on to number two but, once you go to number two you don't get to go back to number one.

303

00:46:44.190 --> 00:46:55.830

Cooper City: And, and my issue honestly and Mike said, eight years running nothing against you at all wouldn't even suspect but transparency to me is everything.

304



00:46:56.490 --> 00:47:07.650

Cooper City: And this isn't transparent when one individual gets to choose which of the three then i'm going to have to others come forward and say it's not fair.

305

00:47:08.130 --> 00:47:24.300

Cooper City: And and, unfortunately, then I point to him and they're going to say he would you repeat that I haven't I kind of agree on that, because you're not even putting out the and I were using them rebid incorrectly, but the rfu for specific.

306

00:47:25.380 --> 00:47:36.990

Cooper City: Items item, then how did he who even knows which one to to respond to and like you said, an expert at whatever is the one was for treatment and and.

307

00:47:39.090 --> 00:47:45.540

Cooper City: And yet, if we don't do it this way we're behind the eight ball time walks not really because he can I, or anything under 20,000 anyway.

308

00:47:46.680 --> 00:47:51.480

Cooper City: But we need to know who's qualified that's the delegates are the same person.

309

00:47:52.770 --> 00:48:02.100

Cooper City: i'm not I haven't been happy with it, so what do you want to do both, no, no, no i'm sometimes you have to bite the bullet I think i'm not happy with it.

310

00:48:02.520 --> 00:48:13.110

Cooper City: I trust the fact that you are transparent, that you always make the decision what's in the best interest of Cooper city and the resonance that will I will never waver with.

311

00:48:14.700 --> 00:48:21.960

Cooper City: Having said that, there are checks and balances, because obviously goes to you, Joe so i'm comfortable with that.

312

00:48:23.010 --> 00:48:30.900

Cooper City: Any other discussion on this matter, I want to know boss is gonna that's gonna help me you guys made me go for it, I get to vote last.

313

00:48:33.390 --> 00:48:43.440

Cooper City: Call about Mr shatter i'm gonna support it isn't a boss, Mr monster Yes, Commissioner porcine yeah Commissioner vs morass yes, thank you.

314

00:48:44.820 --> 00:48:51.330

Cooper City: Moving on to Item number five you have a motion to approve the job description for the city in turn.

315

00:48:52.770 --> 00:48:57.870

Cooper City: Motion second Commission and full Chinese second by mentioning about you mentioned porcine.

316

00:49:02.610 --> 00:49:14.970

Cooper City: I think it's just we need, we need an intern, this is an unpaid intern so it doesn't affect a budget and the interim gets college credit, so I don't think we can complain if we find an intern.

317

00:49:16.710 --> 00:49:18.960

Cooper City: let's let's get as many as we can find.

318

00:49:22.260 --> 00:49:23.700

Cooper City: I think, with the.

319

00:49:24.780 --> 00:49:34.560

Cooper City: you've got a bunch of different academies and universities and colleges within a very short driving distance So hopefully we'll be able to.

320

00:49:36.240 --> 00:49:37.710

Cooper City: Any further discussion on this.

321

00:49:38.760 --> 00:49:49.620

Cooper City: I just a small thing I would like, if it gets approved at the bottom left hand corner of it i'd like it to indicate the date approved by Commission set of finance.

322

00:49:51.360 --> 00:49:53.700

Cooper City: And we may want to change the title of the document to.

323

00:49:54.750 --> 00:49:57.510

Cooper City: In terms of recreation, a but that's just.

324

00:49:59.280 --> 00:50:07.050

Cooper City: You know so with your boss, you know it says so, I would like an all our job descriptions that we approved to say when we you know prove I have no difficulty with that.

325

00:50:07.920 --> 00:50:15.300

Cooper City: i'm not that will do that this one should have had it on there, we had it on the last one okay fair enough all right, thank you call about.

326

00:50:16.200 --> 00:50:22.650

Cooper City: Mr shouter Yes, Commissioner Meltzer mission of puccini yeah Commissioner green, yes, there is yes.

327

00:50:23.040 --> 00:50:32.820

Cooper City: Moving on, we have Item number six, which is a motion to approve staff to investigate and determine whether the property owner of 2800 North palm avenue.

328

00:50:33.300 --> 00:50:43.200

Cooper City: is in compliance with the properties conditional and use agreement as it relates to its traffic impacts on the neighboring properties and public roadways Commissioners charter.

329

00:50:43.980 --> 00:50:55.020

Cooper City: I would like to i'm going to move to change it a little bit, what are we haven't that's not emotion, yet no okay so i'll have discussion i'll make the most so.

330

00:50:56.550 --> 00:51:06.480

Cooper City: Point of order or water there's a there's a motion there I haven't heard a second no there's no motion I just read, no, no, do I have a motion mission or router just said i'll make the motion.

331

00:51:07.170 --> 00:51:16.470

Cooper City: Good but he's making me right now oh you're changing it yeah okay Okay, my apologies from so i'm I want to make a motion to have for me pull this up.

332

00:51:19.350 --> 00:51:20.070

Last year.

333

00:51:23.220 --> 00:51:25.830

Cooper City: Okay, I would like to have emotion of staff.

334

00:51:27.300 --> 00:51:37.650

Cooper City: come up with the actual exact conditional use agreement and in provided to us not to investigate at this time, for two reasons, one.

335

00:51:39.120 --> 00:51:47.730

Cooper City: Schools out and to you know I met with the attorneys for the landowner and they're committed to.

336

00:51:48.120 --> 00:52:00.570

Cooper City: trying to find some resolutions to this, so I think that only makes sense, but one of my biggest concerns with not only this conditional use agreement, but a lot of our conditional use agreements is that they're they're not.

337

00:52:01.620 --> 00:52:08.070

Cooper City: You you know, we asked for it and they send it to us for like 45 pages of all this backup and stuff.

338

00:52:08.610 --> 00:52:15.930

Cooper City: It, I would like to read exactly what the conditional uses to simply almost like it was a valid question you know you can do this or that.

339

00:52:16.500 --> 00:52:25.380

Cooper City: I mean they just attached the applications and everything and it was missing an amended resolution which the applicants lawyer had from 2012.

340

00:52:26.070 --> 00:52:36.390

Cooper City: So I would like kind of you know, to have exactly what the land use agreement requires, as it relates to the traffic and then i'm.

341

00:52:37.170 --> 00:52:43.800

Cooper City: Come to start a school, I would like staff to look and see if that's work with the applicant.

342

00:52:44.310 --> 00:52:57.360

Cooper City: Applicant via the landowner to see if they're complying with that so kind of like a two phase thing I want to know exactly verbatim what the required to do and I don't want the landowner to be required to do any less or anymore, and then I want.

343

00:52:58.470 --> 00:53:07.170

Cooper City: And really point of order yeah it was a long winded monkey a point of order yeah like to know what the most, what is the motion that's being made.

344

00:53:09.000 --> 00:53:09.780

Cooper City: We thank you much.

345

00:53:13.830 --> 00:53:14.670

Cooper City: Discussion on.

346

00:53:15.840 --> 00:53:16.950

Cooper City: emotion, I had made you.

347

00:53:18.030 --> 00:53:18.990

Cooper City: will have a motion.

348

00:53:20.430 --> 00:53:20.910

Cooper City: motion.

349

00:53:21.960 --> 00:53:23.700

Cooper City: I moved to have staff.

350

00:53:25.050 --> 00:53:26.670

Cooper City: provide the exact.

351

00:53:28.890 --> 00:53:31.950

Cooper City: Verbatim land use requirements.

352

00:53:33.120 --> 00:53:42.990

Cooper City: And to obtain that for watching the actual Commission meeting that took place and looking at the documents.

353

00:53:43.410 --> 00:53:58.050

Cooper City: that were submitted or voted on at that time, the resolution and everything, including all the amendments, the 2010 2012 so come up with the exact binding land use requirements and i'm not sure that we actually need a motion to request that of staff well.

354

00:53:59.400 --> 00:54:06.180

Cooper City: So far, I agree yeah I I don't you know, and I think the request as made insufficient.

355

00:54:07.200 --> 00:54:21.120



Cooper City: manager how soon, do you think that can be obtained a week will will will provide that we have that information, I believe that amendment was in the backup I think she I think it was added to the backup the amendment on from.

356

00:54:22.200 --> 00:54:34.500

Cooper City: 2012 but will will provide all that but that's not exactly what happened at the meeting to so there were switched out a meeting, there was a meeting that took place when they approve this there were changes on the fly that were made.

357

00:54:36.000 --> 00:54:49.320

Cooper City: To react to what actually happened, remember, we went Jacob, we went through this when 2018 we kind of you know, went through it, the actual name of the if you look at the the 2010.

358

00:54:49.830 --> 00:54:59.160

Cooper City: Resolution it says Franklin right so that to me that's wrong, it should be the landowner not Franklin because Franklin was a potential operator of that site.

359

00:54:59.520 --> 00:55:08.070

Cooper City: So I would like to the actual land use agreement well, and not only that, if I could, if I can interject but there's there's a couple of documents are there contradict each other.

360

00:55:08.610 --> 00:55:18.810

Cooper City: We have conditions of approval of the palm avenue charter schools side as amended at the city Commission meeting on July 12 2012 and one of the items in there says.

361

00:55:20.640 --> 00:55:21.270

Cooper City: Second here.

362

00:55:25.890 --> 00:55:37.470

Cooper City: it's related to crossing guards at that time I was that's not what I was alluding to staggered dismissal times of elementary grades from middle school grades, not less than 20 Minutes will be implemented for more organized and to eliminate congestion.

363

00:55:37.890 --> 00:55:50.250

Cooper City: Then I have another document here in the same backup that says additional conditions of approval for agenda items and there are seven number six says provides three separate shifts for student arrival and dismissal times.

364

00:55:51.480 --> 00:55:59.760

Cooper City: At one point, they were required to have crossing guards the at the landowner King bag it's it is confusing and remove those crossing guard every modification.

365

00:56:00.120 --> 00:56:10.050

Cooper City: All everything that happened, I would like the present day, what is the bottom line on I understand okay and we'll get that as quickly, and the reason it doesn't have to be as quickly as possible.

366

00:56:10.860 --> 00:56:20.370

Cooper City: But it's available, and I think the the because we kind of went through this once before, when you weren't here, Joe and it was like we had to watch the video to kind of hear, and that was one of my things on the bait stamping because.

367

00:56:20.700 --> 00:56:26.460

Cooper City: you're seeing conversation on documents that were submitted, but we didn't have the actual it wasn't clear if it was.

368

00:56:27.090 --> 00:56:36.090

Cooper City: modified or what so like to know exactly what the present day, with every amendment everything obligation is on a landowner and then I would like staff to.

369

00:56:36.690 --> 00:56:43.680

Cooper City: Work with the landowner and to make sure that they're working towards compliance if they're not in compliance come the beginning of the school year.

370

00:56:44.730 --> 00:56:54.150

Cooper City: So that's my motion, and it was very long well, and again I don't think that it's necessary Jacob there's consensus, the manager to take that assignment, so we need.

371

00:56:54.780 --> 00:57:05.850

Cooper City: Everyone agree yes Jeff I want to make sure that what i'm hearing is correct, and that is the city manager is going to bring back what the actual.

372

00:57:06.390 --> 00:57:15.150

Cooper City: Correct resolution and what it says we're not adding to we're not adding to anything that's already there now we're taking away we're just.

373

00:57:15.630 --> 00:57:22.380

Cooper City: we're snappily is going to be bringing that information back to us actress knowledge Okay, no that's all that's fine and maybe give us a summary of you know.

374

00:57:22.770 --> 00:57:32.010

Cooper City: If you had to have school crossing guards this meeting said voter final the final, no, no, no, it was at that status status and assessment, I mean.

375

00:57:33.210 --> 00:57:42.900

Cooper City: i'd like to do some conditional use, but you know so let's come up with the the actual final thing a timeline what is right and the reason I thought we had to bring it to.

376

00:57:44.040 --> 00:57:49.530

Cooper City: To the Commission movies, I do think it might take a little bit of time to watch the video, and if you had to recreate it.

377

00:57:50.580 --> 00:57:56.970

Cooper City: And then let's ask staff to see if they're in compliance and if they're not.

378

00:57:57.600 --> 00:58:08.940

Cooper City: Work with the applicant to become Christ I keep saying the applicant, no, no, I talking really past tense, but I think you understand i'm saying the actual no absolutely and and Joe you fully understand that new guest and.

379

00:58:09.930 --> 00:58:22.200

Cooper City: bring in the video review and I guess my roster difficult and please forgive me, but the difficulty and what i'm hearing from Commissioners router is that we're going to be conduct.

380

00:58:22.980 --> 00:58:46.740

Cooper City: That that we're asking the staff to conduct an assessment to determine if the applicant is has been in compliant, no, no, no, no, no, no i'm sorry not I don't want to have to pass right Okay, but even it, but I want to make sure, because at this point, tomorrow is the last day of school so.

381

00:58:47.820 --> 00:58:50.940

Cooper City: I don't know what Renaissance is open during the summer.

382

00:58:51.990 --> 00:59:01.500

Cooper City: If they are not open during the summer, if they don't have anything going on there it's it's going to be difficult for staff to determine, through current assessments.

383

00:59:02.430 --> 00:59:12.210

Cooper City: If they're in compliance with the conditional use that's that's my that's my point the the concern can be alleviated because I know lawyers are.

384

00:59:12.840 --> 00:59:24.060

Cooper City: 365 25 hours a day and and we have Renaissance attorney right here with us and and i'm sure that the principle is always available even over the summer, with a phone call.

385

00:59:24.510 --> 00:59:34.860

Cooper City: So that won't be a problem in obtaining any information that we need, but candidly I don't think we're going to need it, I think we're going to be able to do everything.

386

00:59:35.460 --> 00:59:42.300

Cooper City: In house and and obtain a factual timeline that everyone can understand.

387

00:59:43.230 --> 00:59:56.580

Cooper City: and work with, and you know somebody brought up Renaissance, it could be every charter school yeah as a conditional use in the city i'd like to if you have a conditional in US I like to know exactly what the binding one is as of.

388

00:59:57.480 --> 01:00:12.570

Cooper City: Today, brother was modified or whatever, and then rather that land owners in compliance and if they're not in compliance, we obviously like you'd say with notes on next year, but this doesn't have to be tomorrow or thing you know to to working towards.

389

01:00:13.770 --> 01:00:19.680

Cooper City: I hear what you're saying Commissioners router and and I agree with that I want a hope that it's not lost on this Commission.

390

01:00:20.820 --> 01:00:23.760

Cooper City: In that we have a total of.

391

01:00:26.190 --> 01:00:38.520

Cooper City: seven seven schools here in the city of Cooper city and I certainly understand that the conditional use applies to to have the Charter schools here.

392

01:00:39.450 --> 01:00:55.650

Cooper City: In the city notwithstanding traffic in the 20 plus years that i've been here, and you all have lived here for a long time, as well the traffic patterns throughout the during the school years for all of the schools here in Cooper city, you have parents.

393

01:00:56.700 --> 01:01:03.360

Cooper City: That are coming to the schools early, and so I certainly would not want to I wouldn't want this Commission.

394

01:01:04.530 --> 01:01:21.240

Cooper City: To be short sighted and just focusing on two schools where we know that, historically, not only in this Community, but in other communities throughout the school years the traffic patterns parents come to school.

395

01:01:22.890 --> 01:01:32.760

Cooper City: They get there early how point of order, Commissioner shroud or mentioned conditional use I don't think he mentioned schools and what was specifically I would.

396

01:01:33.300 --> 01:01:41.160

Cooper City: With it, I have a tallahassee I have a list of all the conditional use agreements so that's a city or.

397

01:01:42.030 --> 01:01:50.430

Cooper City: understanding what it should be all the conditioning disagreements, so he has it and those include the stores and include churches include other.

398

01:01:51.120 --> 01:02:00.150

Cooper City: institutions other than schools understand that middle between, but if we should be looking at the conditional uses in general, if we grant.

399

01:02:00.840 --> 01:02:16.080

Cooper City: Permit with a conditional use completely understand if we don't follow up on it, then they control us is meaningless completely understand that I think that list is a good thing and it's a good thing for us what's what's what's driving the conversation tonight is a charter school.

400

01:02:17.310 --> 01:02:29.040

Cooper City: So that's that's what's driving a champ but, in fairness, though, if we had the authority or power to look at Cooper should be high school or middle school, I would like to, but the State Law premises.

401

01:02:29.550 --> 01:02:35.760

Cooper City: They prevent us from that now there's one difference between cooper's of your high school pioneer and in charter schools is that.

402

01:02:36.330 --> 01:02:50.070

Cooper City: I can fairly accurately assume that the traffic creative other schools are from residents, because of the zoning I can't assume the same from the Charter schools, because they're not 9095 100% capacity residents.

403



01:02:51.540 --> 01:02:52.770

Cooper City: And you know so.

404

01:02:54.000 --> 01:03:05.010

Cooper City: There are there is always traffic right with schools and that's why they went through a process when these landowners asked to put property schools in areas that wasn't zone for.

405

01:03:06.270 --> 01:03:12.300

Cooper City: So I would like to do that as well with the with the public schools, if the mayor when he's in tallahassee can.

406

01:03:13.800 --> 01:03:14.490

Cooper City: take up a bill.

407

01:03:15.780 --> 01:03:34.590

Cooper City: To you know Jacob write up a bill and i'll bring preemption but you know it does suck that we, we can we only have the ability to look at traffic on on to but you that's just the you know I can't look at it and i'm either so it's just what we stuck with so.

408

01:03:36.840 --> 01:03:47.640

Cooper City: I appreciate that I think we have consensus Jeff are you Okay, we have consensus you Julia, thank you very yes alright, moving on to Item number seven.

409

01:03:48.690 --> 01:03:52.080

Cooper City: discussion and possible action on flamingo West people break ins.

410

01:03:53.640 --> 01:03:56.100

Cooper City: Captain and would you please join us at the podium.

411

01:04:04.770 --> 01:04:08.190

Cooper City: Obviously i've been contacted by various residents that.

412

01:04:10.590 --> 01:04:12.990

Cooper City: While everyone wants to play flamingo West.

413

01:04:14.100 --> 01:04:37.230

Cooper City: They are now complaining that their guards are being broken into so, can you please explain what is going on and how they can be prevented absolutely morose good evening i'm Eric Commission say manager staff residents so typically parks are targeted for vehicle burglaries because.

414

01:04:38.430 --> 01:04:45.090

Cooper City: There is a tendency to leave belongings and vehicles, while one goes jogging or one attends a sporting event.

415

01:04:45.690 --> 01:05:04.290

Cooper City: And that is typically historically what we find as far as the crime trina parks Cooper city, particularly with flamingo West has had to vehicle break ins reported to us since i've been here, so it would be October of 2022 June, a current so over the last.

416

01:05:05.310 --> 01:05:13.230

Cooper City: Nine months, more or less, we had to vehicle break ends at flamingo West I did want to make sure that we looked at a little bit.

417

01:05:13.620 --> 01:05:18.900

Cooper City: further than that and to include pre coated because, obviously, we want to make sure that we.

418

01:05:19.740 --> 01:05:33.780

Cooper City: assess our analysis based on when we have higher volume of vehicle and they understand last year was may have been a little different and there was eight vehicle burglaries definitely go West over the course of two and a half years, and we look back further.

419

01:05:35.400 --> 01:05:37.230

Cooper City: Excuse me, Captain that couldn't be.

420

01:05:39.270 --> 01:05:49.140

Cooper City: Actually, more vehicles were broken into it could be just one person that broken two more vehicles and you register as one breaking not not under the new rules.

421

01:05:50.190 --> 01:05:58.920

Cooper City: ne ne, yes, but he looked at we're talking about the past, so the past, if you say eight vehicle break ins, it could have been at vehicles that were broken into.

422

01:05:59.820 --> 01:06:04.200

Cooper City: That just happened to be the same person, a broken too many vehicles, I would like to Commissioner.

423

01:06:04.710 --> 01:06:17.520

Cooper City: Under the old use er reporting, you know, is a very good insightful observation that could be possible, I don't think that'd be the case, but let me look at those eight cases it will not take me long to exaggerated obviously not ad but.

424

01:06:18.900 --> 01:06:31.980

Cooper City: It could be multiple I guess Commissioner but yes could could there have been more than one vehicle targeted on on one particular incident that that it would be true, but there were eight cases over the past two and a half years will be better terminology.

425

01:06:33.660 --> 01:06:34.200

Cooper City: Would.

426

01:06:36.000 --> 01:06:41.190

Cooper City: Let me rephrase it what would help reduce the number of burgers.

427

01:06:42.540 --> 01:06:51.690

Cooper City: With everything we want to look at a holistic views so we want to look at education enforcement surveillance technology and couple together a plan.

428

01:06:52.380 --> 01:07:01.410

Cooper City: city manager and i've had numerous conversations and we've worked towards a what we believe to be a long term solution for the infrastructure and Cooper city.

429

01:07:02.100 --> 01:07:12.390

Cooper City: Looking for the next 510 years in investing in technology, such as fixed LP ours and a surveillance system.

430

01:07:13.050 --> 01:07:19.860

Cooper City: That would tie into all of the Cooper city infrastructure, including the parks and recs and then also be able to.

431

01:07:20.310 --> 01:07:34.680

Cooper City: Roll that out to the business community and then tie it into a real time crime monitoring, Mr Napoli also very grateful to opportunity to tour a real time crime Center with me and pompano beach.

432

01:07:35.430 --> 01:07:43.830

Cooper City: So that way, we could visualize what it was that we were discussing Obviously that is a long plan obviously that plan requires.

433

01:07:44.520 --> 01:07:56.670

Cooper City: You know, investment and it's not something that happens overnight, but it is important, you know, to have a future goal of what we're looking at to better protect our residents and the city.

434

01:07:57.210 --> 01:08:03.630

Cooper City: You know, with the type of crimes that we're seeing now moving ahead in the interim, you know, education is important.

435

01:08:04.290 --> 01:08:14.970

Cooper City: We do attend the optimist meetings and making sure that the optimists and the other sporting team that are out there and know the importance of removing belongings from site not leaving purchases on.

436

01:08:15.420 --> 01:08:22.830

Cooper City: Passenger seats and floorboards if you're going to leave your belonging somewhere, then the trunk would be the safest place for on your person.

437

01:08:23.790 --> 01:08:33.660

Cooper City: The zone units are already have them, you know out there patrolling during the games i've asked the optimist, in the past to provide their schedules of their gaming.

438

01:08:34.710 --> 01:08:42.690

Cooper City: tournaments and so forth, to me, so the zone deputies are aware and could increase presence during that time, obviously they can't stay there, and the entire.

439

01:08:43.110 --> 01:08:56.160

Cooper City: duration of the event, but the increased visibility as important as well, so that's what we can do in the interim, to help curb any future trends, but I do not believe it's a trend at the moment.

440

01:08:57.510 --> 01:09:14.370

Cooper City: I can probably see manager, can the American rescue plan money be used for this infrastructure broadband wi fi technology and says Yes, this is broadband wi fi right yeah wi fi and then the cameras now that'd be that'd be awesome.

441

01:09:15.870 --> 01:09:27.420

Cooper City: But we we spoken about that, to see what it is that we could extend to the parks and there's a potential maybe on some of it, that we can, but certainly we can we will.

442

01:09:28.710 --> 01:09:35.640

Cooper City: Wherever they monitor these i'm sorry say that again wherever they monitor all this it'd be at the police station with with what staff.

443

01:09:36.630 --> 01:09:44.820

Cooper City: Well, my goal would be to utilize the CSA staffing, you know, because it would be the most sensible thing to do at this point the juncture that we're at.

444

01:09:45.600 --> 01:09:59.640

Cooper City: But you know there, there is a benefit to having actual investigators detectives assigned to that a lot that's how I was going to get at the 24 seven staff that's what I was going to get it no I I knew exactly where you're going I saw the this mark.

445

01:10:01.080 --> 01:10:16.350

Cooper City: Just just so you know, whenever the city makes plans and we understand the city priorities we always look as good leaders to tie in the future vision that plan, and this is just one example of Mr an apple and I working together on that note.

446

01:10:17.610 --> 01:10:18.990

Cooper City: The sheriff has a.

447

01:10:21.960 --> 01:10:25.860

Cooper City: Control Center, if you will, with live video.

448

01:10:27.240 --> 01:10:42.240

Cooper City: And that's for where is that so that the sheriff's Office does have a real time crime Center and, if you would like to tour it I would more than willing schedule that for you anytime, but that is geared more towards the schools.

449

01:10:43.350 --> 01:10:57.600

Cooper City: There are abilities to tap into businesses churches, you know other organizations as well, and we have been able to assist with connecting people and the past but the schools is the primary purpose.

450

01:10:58.260 --> 01:11:06.390

Cooper City: As you can imagine the county to have a real time Center it's a large volume of cameras that they need to be monitoring.

451

01:11:06.870 --> 01:11:18.570

Cooper City: There is a there is a added value for an individual municipality or district to also tap into that type of technology and initiative in a way that would.

452



01:11:18.990 --> 01:11:26.430

Cooper City: Be more impactful for the immediate community, specifically the business community that I can think of, or at the infrastructure in the city.

453

01:11:28.170 --> 01:11:29.430

Cooper City: Thank you you're welcome.

454

01:11:31.140 --> 01:11:32.700

Cooper City: And, good evening, good evening, sir.

455

01:11:34.110 --> 01:11:41.340

Cooper City: The the yelp yards whether they're fixed or portable what's the expected useful life i'm one of those bad boys.

456

01:11:43.110 --> 01:11:57.810

Cooper City: I would like to speak with the vendor to get the lifetime, but I know that they would last at least a decade there'd be a maintenance plan that you would want to to include with that and there'd be a type of a warranty that we would have for the six lpr.

457

01:11:58.830 --> 01:12:05.760

Cooper City: But if you want a more specific answer, I would like to to get that from the the actual because I know with you.

458

01:12:06.540 --> 01:12:22.260

Cooper City: Throughout time they've proven to be extremely useful as in apprehending the bad guys and it might be something we want to consider on a more a broader basis and put it into the capital project plan for for five or 10 years and finding strategic areas that are.

459

01:12:23.280 --> 01:12:28.950

Cooper City: In most need i've some of those areas, Mr Napoli and I have discussed i've even shared.

460

01:12:30.510 --> 01:12:46.500

Cooper City: A recent one that I put together to to discuss, you know with miss rampling super Thank you you're welcome, and I can be paid for with the elite tf funds right yeah which was actually I was our discussion Devon oh Okay, thank you more for us, I was a fly on the wall.

461

01:12:48.060 --> 01:12:56.520

Cooper City: my brother in law is works with flower kind of workflow and sheriff's office, and they have a system where, if you get off the highway the lpr.

462

01:12:57.000 --> 01:13:05.760

Cooper City: takes is reading it, and it, you know right away if it's a stolen tag they can tap right into the cameras go to the most likely areas.

463

01:13:06.120 --> 01:13:17.670

Cooper City: of mobile and it helps tremendously, so we should work towards that, as in the fixed ones, I think I thought they were cheaper, maybe they're not they're not well, it depends, if you have, I think you already had the power source there.

464

01:13:18.690 --> 01:13:25.770

Cooper City: The power sources there, it may be cheaper me at the end of the day, we want the city to be safer want to give you the resources to be able to.

465

01:13:26.400 --> 01:13:34.200

Cooper City: achieve that and lighthouse point so many other cities are like that you go through their thing know who came through the city and there's an issue they could break it down by.

466

01:13:35.040 --> 01:13:42.120

Cooper City: there's a lot of technology that we can capitalize on it's come a long way and, yes, the initial investment always as.

467

01:13:43.170 --> 01:13:46.350

Cooper City: You know the, the main concern, but if you have a.

468

01:13:48.120 --> 01:13:57.900

Cooper City: If you have a strategic plan in place on how you're going to get there in a responsible plan that you phase it in the implementation of it it's a it's a winnable scenario.

469

01:13:58.920 --> 01:14:05.970

Cooper City: Then i'm not going to ask any action, this time you're talking with Captain i'm living in your capable hands.

470

01:14:06.810 --> 01:14:14.490

Cooper City: Moving on to Item number eight discussion on setting a date for a special budget meeting for the Commission to review next year's budget.

471

01:14:15.390 --> 01:14:27.870

Cooper City: Okay, this was my item I mentioned it full chain, thank you, it was my item, and we all received the email from Jacobs office with a timeline, we have to.

472

01:14:28.740 --> 01:14:44.220

Cooper City: submit, we have a meeting to submit the millage in July July 27 so my goal is to discuss the budget before we decide the millage will make sense to know what the budget will be.

473

01:14:45.000 --> 01:14:56.160

Cooper City: Before we decide what the revenues will be so that that was that's that's my that's my choice whether it's a it's a special meeting or whether it's a it's included in a.

474

01:14:56.550 --> 01:15:09.300

Cooper City: In a regular meeting that's whatever you guys decide, but I want to discuss the budget before we decide on the millage I think it makes sense that knowledge that we're setting on July July 27 you said.

475

01:15:10.410 --> 01:15:17.580

Cooper City: July 27 Atlanta is that where we just set the ceiling right right okay yeah we can we can go lower but we can't go higher right, how do we know.

476

01:15:18.090 --> 01:15:27.540

Cooper City: i'm new So if you guys will indulge me how do we, what do we do we send me know what you said when we do when we get to the line by line that's the one you guys did a one time.

477

01:15:28.050 --> 01:15:35.700

Cooper City: I want to do that one when we do that do enjoy that one that would be the longest workshop because we submit the budget to the.

478

01:15:36.150 --> 01:15:48.750

Cooper City: Commission August 15 and then we have a workshop scheduled right following me, but then once and then, when do we set the millage rate, but you do that in September fletcher yeah that's right we're leading me to reach the top.

479

01:15:49.800 --> 01:15:51.480

Cooper City: matches, and we were setting what.

480

01:15:52.290 --> 01:15:59.700

Cooper City: He said he feeling, you said, like tentative millage rate that needs to be submitted to the property appraiser's office for advertising on the trim notice.

481

01:15:59.760 --> 01:16:06.630

Cooper City: That goes out to which, which essentially advertises the first budget hearing once you sent the tentative millage rate which needs to be submitted by the end of July.

482

01:16:06.960 --> 01:16:20.370

Cooper City: that's the ceiling that the Commission cannot exceed when it ultimately adopts the military, you can always reduce it, but you cannot increase shouldn't we do that, that line by line thing before we set the tentative one and send it out to the residence.

483

01:16:22.080 --> 01:16:24.390

Cooper City: Ideally I would like to do it beforehand and.

484

01:16:25.890 --> 01:16:35.880

Cooper City: Ideally, but it's up to you guys yeah well wait we're not going to be ready to do the line by line in July that we submit the budget and August 15.

485

01:16:37.590 --> 01:16:43.770

Cooper City: we're we're not we can't we can't do the line by line before then before we submit the budget.

486

01:16:47.370 --> 01:16:51.510

Cooper City: I think, read the move it up is, how can we, what are we, what are we vote on it that meaning.

487

01:16:53.220 --> 01:17:01.920

Cooper City: Just just the ceiling right but that goes out to the residence and they're going to go if they approve it, as it is you know, so it sounds like that, but that goes out like we're gonna you know.

488

01:17:02.820 --> 01:17:07.920

Cooper City: We change it last time I mean we send it out yeah yeah.

489

01:17:08.700 --> 01:17:24.510

Cooper City: We sent out the note So what do you usually do just go with the same one or a little less than the same one, and then you you can't you can't go more, I think, last year I sent that out at 6.5 and then it came back in the prior commission's that are that 6.28 or somewhere there about.

490

01:17:28.260 --> 01:17:30.090

Cooper City: Again I the timing.

491

01:17:31.110 --> 01:17:37.740

Cooper City: Joe you've heard what Max is indicated I don't think anyone here objects to having a discussion beforehand.

492

01:17:39.030 --> 01:17:52.920

Cooper City: Can you fit that in with within the meetings that we have, or if you feel the need for an additional one we're not opposed to that either yes, we will will fit it all right, thank you So what are we looking to make them in town.

493

01:17:54.450 --> 01:17:55.260

Cooper City: You can go virtual.

494

01:17:56.430 --> 01:18:01.140

Cooper City: That we can look at will probably look at the July 13 me.

495

01:18:03.480 --> 01:18:03.900

Cooper City: that's the.

496

01:18:05.160 --> 01:18:16.140

Cooper City: All right, thank you, moving on to the ordinance and then we said it when sorry, one more time we said the what's the city on July 27 all perfectly right let's see Oh, that would be great them.

497

01:18:18.360 --> 01:18:20.340

Cooper City: ordinance 21 dash 19 Jacob.

498

01:18:20.580 --> 01:18:30.660

Cooper City: Thank you mayor Commission yeah is an ordinance that city Cooper city Florida amending Chapter two Article seven of the city's could have ordinances and titled finance by mending section two dash 209 and Title transfer funds.

499

01:18:30.840 --> 01:18:41.130

Cooper City: acquiring a city manager and notify the city Commission of the transfer funds between accounts and within if you mean between accounts within and between city departments provided for conflicts ever ability and fighting for an effective date I want.

500

01:18:42.000 --> 01:18:46.920

Cooper City: To move that i'm a motion to approve it with was one of revision.

501

01:18:48.510 --> 01:18:52.140

Cooper City: I would like to change to 1000 bucks now fit that \$20,000 week.



502

01:18:53.640 --> 01:19:00.150

Cooper City: i'd like to everyone's that Community I just like to add some some language like we have in the contract thing, where it says.

503

01:19:00.480 --> 01:19:08.760

Cooper City: You know any transfer over 10,000 or any series of transfers, for the same purpose if the aggregate amount of set transfer would be over 10 10,000.

504

01:19:09.690 --> 01:19:27.180

Cooper City: So, just like the i'm not opposed to that yeah we got burned once by a city manager came forward and said, well, I can do this because it was separate contracts same issue same bond issue, if you will, but because I use two different.

505

01:19:28.410 --> 01:19:41.640

Cooper City: sources to publicize it then I can do that and we didn't appreciate that so we're saying if it's the same issue yeah and I have no difficulty with that just need a second.

506

01:19:43.920 --> 01:19:46.080

Cooper City: it's it's basically circumvented.

507

01:19:47.460 --> 01:19:54.000

Cooper City: Understand Okay, thank you Jacob you with that Okay, Dr a second agenda motion.

508

01:19:55.680 --> 01:19:56.520

Cooper City: Sorry, I didn't hear.

509

01:19:57.600 --> 01:20:09.780

Cooper City: Anything else anything else to mention melter anything else, Commissioner porcine anything, no, thank you mentioned a green anything i'm going to open it up for public hearing and one from public question is speak.

510

01:20:11.370 --> 01:20:21.240

Cooper City: Hearing none will close the public hearing and one on virtual now we should add that to the agenda tubes public hearing yeah it should be yes, I thought I had mentioned that you did okay.

511

01:20:22.590 --> 01:20:37.170

Cooper City: cool about this as amended mayor, yes, as amended, thank you Commissioner shutter yes, a shelter yes Commission and porcine Yes, Commissioner, green no miracles, yes, if you want to see managers report.

512

01:20:38.670 --> 01:20:50.130

Cooper City: Good evening, Mr merriman Commissioners just two quick things I sent out an email earlier in the week that the rf we received the responses for the rfp.

513

01:20:50.670 --> 01:21:00.240

Cooper City: For the internal auditor, we have hard copies available for you all, but really would like need to get your feedback that Commission wanted the Commission.

514

01:21:01.080 --> 01:21:09.360

Cooper City: To be the selection committee and some of you, I think, want to be the individual on the selection committee and I believe others may want to appoint someone.

515

01:21:09.960 --> 01:21:19.470

Cooper City: But we need to get your feedback on that, so that we can get the Commission, the selection committee organized and start scheduling when you say appoint someone.

516

01:21:21.120 --> 01:21:31.770

Cooper City: i'm unclear, well, I think, when someone not from the Commission correct, I think you all wanted to be the selection committee, but I think some of you have an intent of.

517

01:21:32.910 --> 01:21:37.710

Cooper City: appointing someone in your place to actually serve on that now, I understand okay.

518

01:21:38.550 --> 01:21:48.450

Cooper City: Then let's talk about that, what does everyone think I don't think I think it's a responsibility to commission on their response they're going to be reporting that's personnel is going to be reporting to us and now.

519

01:21:48.870 --> 01:22:01.650

Cooper City: Will I asked will ask our finance director for some input absolutely you know but but i'm not ready to go responsibility right to to delegate that I don't disagree Jeff Max, what do you think.

520

01:22:03.930 --> 01:22:05.490

Cooper City: i'm going with a.

521

01:22:06.750 --> 01:22:14.490

Cooper City: With whatever the Commission decides, I think the consensus to be so, you know the five of you will be selection committee.

522

01:22:15.540 --> 01:22:21.060

Cooper City: And if I mean it's just for the record mayor, we know the broward county ethics code prohibits elected officials from serving on selected.

523

01:22:21.210 --> 01:22:32.790

Cooper City: Procurement selection committees, there is an exception to that rule that exception being if you are hiring a person that reports directly to the Commission, you are obligated and permitted to serve in that capacity were.

524

01:22:36.060 --> 01:22:37.230

Cooper City: permitted Thank you.

525

01:22:40.440 --> 01:22:51.210

Cooper City: Okay, and the second thing I just want to mention i'd like to really give a shout out to our recreation department, as well as our public works Department on the relay for life.

526

01:22:51.900 --> 01:23:07.080

Cooper City: put together a tremendous team tremendous activities to raise money throughout the week and then during on Saturday raised over \$7,000 for relay for life, so I would like to thank them and also that thank the participation of all of you.

527

01:23:08.550 --> 01:23:16.050

Cooper City: Throughout the throughout the fundraising as well as the some of us, and I have to give credit where credit is due, some of us took an active role.

528

01:23:16.440 --> 01:23:26.370

Cooper City: In having people pay to be dumped in a tank and and some even had the wherewithal to motivate those people by.

529

01:23:27.240 --> 01:23:35.340

Cooper City: Putting some stuff out there, that I couldn't believe Jeff I have to say it was wonderful Howard you couldn't get better.

530

01:23:36.030 --> 01:23:49.470

Cooper City: I think Max Ryan, and I were on the opposite side of paying to see you guys done so we all did our we all did our fair share, and I thank you for doing what you did and you're right the direct team really.

531

01:23:50.070 --> 01:24:04.440

Cooper City: really did great, and let me say this loud and proud we beat Davey by almost double the amount of money that was donated so Davey you've got a lot to do next year, they only have three times as many people as we have.

532

01:24:05.700 --> 01:24:08.460

Cooper City: And these are the fighting words that Jeff uses for next year.

533

01:24:11.250 --> 01:24:15.780

Cooper City: Thank you very much, any questions as a city manager I just don't need.

534

01:24:17.820 --> 01:24:25.230

Cooper City: The auditor thing, so I guess, we would be the committee when are we looking at sending them those.

535

01:24:25.740 --> 01:24:37.830

Cooper City: applications to us or responses to I think we have them now, you have the rfp so yeah you have a hard copy in your box, if you okay now it's reading them, we can we can we will send you the electronically as well, but.

536

01:24:38.340 --> 01:24:46.710

Cooper City: We don't sit like an open meeting and do it yeah it'd be a scheduled meeting of the commission's sitting at a selection committee for that specific purpose to review.

537

01:24:47.220 --> 01:24:59.070

Cooper City: The proposals, it could happen at a regular Commission meeting where you can schedule a special meeting for that part when would we, what are we looking when when should we do then they're voluminous, I can tell you that now, but having said that.

538

01:25:00.240 --> 01:25:06.600

Cooper City: there's yeah there's this is, this is a process, because you may want to have presentations as well, I don't know if you will.

539

01:25:07.410 --> 01:25:15.390

Cooper City: So we'll go ahead and look at the schedule and unless you want to do it, we could do it before a regular meeting.

540

01:25:15.960 --> 01:25:25.650

Cooper City: or probably its own thing yeah like an hour I don't think it'd be sufficient guys, you probably need more time so yeah maybe give them 15 minutes each to present, no, no, no.

541

01:25:26.220 --> 01:25:35.520

Cooper City: I said, an hour would not be sufficient, but our each, no, no, no, I don't want to do, like a 536 30 meeting because we run over then we're I think it should be, I fix it.

542

01:25:35.940 --> 01:25:42.540

Cooper City: Okay, be a standalone event alright so we'll we'll look at around will look at times that you're all available and schedule is it made it.

543

01:25:43.200 --> 01:25:50.700

Cooper City: Tuesday may not be the best day but will will will do that and what we'll do is schedule a few so that's on your calendar, whether you need them or not.

544

01:25:52.020 --> 01:25:56.460

Cooper City: You can use the meetings, but they will at least be calendar at problem, thank you.

545

01:25:57.870 --> 01:26:06.210

Cooper City: Moving on to the city attorney Thank you mayor, I don't have any and hold on hold on sorry do we have to agree on the criteria or any.

546

01:26:07.320 --> 01:26:07.650

Cooper City: Any.

547

01:26:08.760 --> 01:26:13.260

Cooper City: Any way that well the criteria is in the proposal right and and the rfp okay.

548

01:26:14.610 --> 01:26:21.630

Cooper City: Well, what we're going to grade them on is in our queue or would you be you guys an rfp where it's an rfp oh.

549

01:26:23.250 --> 01:26:24.990

Cooper City: Now, I guess, I hope I like the criteria.

550

01:26:27.180 --> 01:26:28.950

Cooper City: Is it it's a percentage.

551

01:26:30.180 --> 01:26:35.820



Cooper City: is also the percentage, I believe it is i'll have to i'll have to check the training that I did because I didn't know.

552

01:26:37.440 --> 01:26:49.950

Cooper City: Exactly what in DR P so well, we send it out for your review, but if i'm not mistaken, the Commission reviewed and approved the rfp right at the street, to take that back, I had the scoring energy.

553

01:26:52.410 --> 01:26:55.320

Cooper City: When we're right on to the police chiefs report.

554

01:26:58.050 --> 01:27:01.710

Cooper City: Again mayor Commissioners city manager staff and residents.

555

01:27:03.120 --> 01:27:19.590

Cooper City: One of the just give you a quick update let you know that our Memorial Day weekend aggressive driving target operation was very successful we shoot 144 citations over that operation plan 69 of which were just for speeding alone.

556

01:27:20.670 --> 01:27:27.930

Cooper City: So we're going to continue to aggressively target speeding in this city all of our main thoroughfares our of our.

557

01:27:28.650 --> 01:27:34.080

Cooper City: Most concern, but also in the residential areas, but I did want to share with you, those.

558

01:27:34.470 --> 01:27:45.870

Cooper City: Statistics, it was very successful operation and targeting aggressive driving and speeding here and Cooper city, and that was done in conjunction, not just with Cooper city staff, we were able to bring in resources from regional.

559

01:27:46.500 --> 01:28:02.160

Cooper City: As far as their dui Task Force and regional traffic in regards to code enforcement our commercial clients initiative in conjunction with the city continues, we now have 38 classes and compliance from a code perspective side, which is.

560

01:28:03.180 --> 01:28:12.900

Cooper City: An increase of 10 from last time we're at 28 so that's that's good we're moving along 28 standard non compliance, we have two more set for an upcoming magistrate.

561

01:28:13.230 --> 01:28:22.170

Cooper City: And, as our June 2 meeting we actually had one commercial Plaza that was heard and magistrate and found in violation and has 30 days to.

562

01:28:22.620 --> 01:28:30.840

Cooper City: come in compliance or the fees will be assessed, and that was the walgreens over there on hiatus, so we will continue to.

563

01:28:31.530 --> 01:28:40.140

Cooper City: maneuver that city initiative and priority and long with the commercial vehicle enforcement and both trash want to let you know that the.

564

01:28:40.860 --> 01:28:46.950

Cooper City: You know city Commission said that the commercial vehicle bulk trash That was the you know important items.

565

01:28:47.430 --> 01:29:00.030

Cooper City: And it's something that we monitor and our may stats where we looked at our code compliance initiatives commercial vehicles with our number one time spent type initiative and Wolf trash was number two so it's right, where I needed to be.

566

01:29:01.380 --> 01:29:09.180

Cooper City: And then, also the code assignments, I wanted to let you know that we have just re shuffled our code zone assignments for our code inspectors.

567

01:29:10.050 --> 01:29:19.500

Cooper City: sergeant Moscow will be sending that over to the city on tomorrow so that we can update the city's website, but our code inspector Nikki has.

568

01:29:20.070 --> 01:29:27.750

Cooper City: going to share field, training and she now has been released on our own she's been doing a fantastic job and we have moved transition, one of our most senior.

569

01:29:28.200 --> 01:29:36.030

Cooper City: veteran code inspectors into the commercial Plaza initiative and his soul duty is going to be maintaining.

570

01:29:36.780 --> 01:29:47.430

Cooper City: The commercial plazas and our parcels and so that way we can ensure that that is going to not just fall to the wayside, after the initial compliance, so that is something that did take effect this week.

571

01:29:49.350 --> 01:29:59.640

Cooper City: Criminal investigations continue to move on very nicely in this city crime is still down and we're going to continue to do our very best to keep it that way, recently we had a.

572

01:30:00.180 --> 01:30:08.250

Cooper City: victim who had their bicycle very high end bicycle stolen, and it was located in a location here in Cooper city.

573

01:30:08.730 --> 01:30:15.870

Cooper City: And our team of detectives were able to assist this gentleman with not only resolving the case, but actually recovering the bicycle and returning it to him.

574

01:30:16.380 --> 01:30:29.130

Cooper City: I wanted to share this with you because it's not often that we get the positive stuff on social media but on instagram this victim posted big shout out to the broward sheriff's Cooper city, and especially to deputy darnell.

575

01:30:30.420 --> 01:30:38.820

Cooper City: darnell and Darren rush for finding and recovering my stolen bike quite a miracle to tell you the truth, but they made it happen, thank you very much guys.

576

01:30:39.420 --> 01:30:46.320

Cooper City: We continue to do that kind of great work for the residents here in Cooper city, hopefully, nobody can have their have their bike stolen but.

577

01:30:46.830 --> 01:30:53.370

Cooper City: Just an important reminder of our 9pm initiative to remove your belongings from outside not leaving your banks not leaving your.

578

01:30:53.610 --> 01:31:01.290

Cooper City: Other goods outside but bringing them inside the garage turning on your lights locking your doors and we're making good headway in the city.

579

01:31:01.740 --> 01:31:08.190

Cooper City: With that initiative and we, we have more progress to make, so please double down with us at the 9pm initiative tonight.

580

01:31:09.090 --> 01:31:18.060

Cooper City: Community outreach I wanted to just again echo the city managers statements would relay for LIFE I think was a great success was a lot of fun out there with you on Saturday.

581

01:31:18.960 --> 01:31:22.260

Cooper City: Thank you, Commission for the support and the dunk tank.

582

01:31:22.620 --> 01:31:36.150

Cooper City: I know deputy Reynolds was in that dunk tank to for each of the beat and did a great job for the city, so it was our pleasure partnering with the city, I think that Stacy Weiss at amazing job is our team leader and I look forward to partnering with the city next year as well.

583

01:31:37.770 --> 01:31:44.640

Cooper City: The Cooper city high school graduation, I want to remind the Commission and the city residents that that's set for this Saturday show we will have a.

584

01:31:45.120 --> 01:31:52.200

Cooper City: short period of time on sterling road where we are going to be leading the procession for our graduates here and Cooper city high school.

585

01:31:52.470 --> 01:31:59.190

Cooper City: And that will be this Saturday my team will be out there to help monitor the traffic and oversee that procession as well.

586

01:31:59.760 --> 01:32:15.690

Cooper City: And then I wanted to remind the residents are steel P program has started again this week we have our meeting set for June 10 look forward to getting the feedback marcio PS, and to relaunching and revitalizing that program you know coming into 2021.

587

01:32:16.890 --> 01:32:22.260

Cooper City: Quick reminder for the residents are lobby is 20 473 65 as of Saturday.

588

01:32:22.800 --> 01:32:30.480

Cooper City: So, remember that we're there if you need us, you can open the door, the door will be open, you can call the phone will be answered and then lastly.

589

01:32:31.050 --> 01:32:45.720

Cooper City: The Community involvement specialist is still vacant that was posted on the sheriff.org website yesterday, not to be filled, however, after the fourth of July in that position, I concludes my report, no, no, you didn't yet you haven't got the shirt on.

590

01:32:46.950 --> 01:32:59.760

Cooper City: The shredder on on July 3 Saturday that's coming up as well, and that will be from 10am to 1pm right there in front of the or behind actually this police station.

591

01:33:00.270 --> 01:33:10.770

Cooper City: And I know that that's going to be a good event, and I look forward to bringing that again this year, if I can limit of two boxes per vehicle.

592

01:33:12.330 --> 01:33:19.770

Cooper City: That was something that was set with the vendor I did ask the very next day after you had requested, Mr Mayor.

593

01:33:20.370 --> 01:33:35.100

Cooper City: But it was already been predetermine and set with the vendor at two boxes per vehicle, I believe the idea that the vendor had was that there's going to be a larger volume of vehicles coming, and they were trying to mitigate the number of boxes, but.

594

01:33:36.540 --> 01:33:46.740

Cooper City: I think you and I had a discussion about that, and if there's a situation that comes up, let me know, and I can take care of it, I don't think the vendor was aware that it will be held on a July 4 holiday weekend.

595

01:33:48.390 --> 01:33:51.270

Cooper City: But let's see what happens i'll take the.

596

01:33:52.470 --> 01:33:54.270

Cooper City: i'll take that Mr Mayor I.

597

01:33:54.810 --> 01:34:05.760

Cooper City: asked for the event as soon as I could absolutely understood, and that was the first date that was available, and I did not see any conflict with city events, I asked the city, if they were having a fourth of July event.

598

01:34:05.940 --> 01:34:17.370

Cooper City: And I didn't see any so I did ask for that date scheduled, so I apologize for that, and I can ask to reschedule it, if you like, no I i've asked a lot of bso and.

599

01:34:18.060 --> 01:34:30.210

Cooper City: falls on deaf ears so i'm not going to ask this, but he did coordinate that date with me, oh no, no, no, I get that I, I spoke to both of you, I get that i'm aware of that, but like I say let's see what happens.



600

01:34:31.440 --> 01:34:39.150

Cooper City: i'm only hoping for success and and comparing it to the poundage that we had two years ago it's going to be mighty interesting.

601

01:34:40.830 --> 01:34:53.670

Cooper City: Anyone yeah I have just a couple of things, good evening again, good evening i'm hundred 18th avenue the corridor between sterling and Griffin i've received a couple of phone calls last couple of weeks from residents that cars are still.

602

01:34:54.900 --> 01:35:04.260

Cooper City: not obeying the speed limits out there, I know we've talked about this ad nauseum over the last West street 118 that's in Cooper city if lingo gardens.

603

01:35:05.640 --> 01:35:06.300

Cooper City: On the West side.

604

01:35:08.970 --> 01:35:09.510

Cooper City: Simon.

605

01:35:11.820 --> 01:35:29.970

Cooper City: What are the right fit anything done to step up yes they're they're actually have their arm it's been written i've spoken personally to residents long 118, including Mr Howard shush shush shush share here here, I apologize if I did not pronounce his last name progressively.

606

01:35:30.990 --> 01:35:33.810

Cooper City: Working with them, as you know, we have the.

607

01:35:34.830 --> 01:35:46.320

Cooper City: Electronic signs speed signs located on that we monitor every beginning of the month we pull the data we look at the 85th percentile for speeding on.

608

01:35:48.990 --> 01:35:55.950

Cooper City: And to reallocate our resources responsibly, that the city is interesting to us one 18th is an area that we did.

609

01:35:57.030 --> 01:36:06.960

Cooper City: put in for increase enforcement in the month of May, and we did have a total of 26 traffic citations for speeding that were issued in the month of man one 18th and we are addressing it.

610

01:36:08.160 --> 01:36:09.870

Cooper City: This city is has a.

611

01:36:11.070 --> 01:36:13.620

Cooper City: Traffic concern throughout the city.

612

01:36:16.680 --> 01:36:29.160

Cooper City: Which is palm avenue 98th avenue pine island sterling road hiatus road flamingo road Griffin and so forth Sharon and so we're doing the very best that we can with the resources that we have to.

613

01:36:29.940 --> 01:36:37.470

Cooper City: be responsible and meeting all the needs of the residents and I know that it's not the immediate fix that the one 18th avenue residents are looking for.

614

01:36:37.980 --> 01:36:42.000

Cooper City: But the 26 citations do show that we were out there, we could enforce.

615

01:36:42.540 --> 01:36:46.290

Cooper City: We are monitoring it monthly and we will continue to do it.

616

01:36:46.620 --> 01:36:56.400

Cooper City: And I appreciate that, but I wonder, also because you said that they have the electronic sign out there to me that's determined that's going to people see that electronic sign they're automatically going to slow down.

617

01:36:56.940 --> 01:37:04.650

Cooper City: And you only put it in place but it's up it but point is it's not always going to be out there is there a way, is there a way of measuring speed, I know Mike purchase.

618

01:37:05.310 --> 01:37:16.380

Cooper City: device that can be put out on the road to measure for measure, a vehicle speed where maybe maybe the speakers aren't aware that it's there yeah they have you guys have them, or are you had districts, that you would put out.

619

01:37:17.580 --> 01:37:26.580

Cooper City: I currently do not have speak counters I do know that the city has we do we've got the portable police department used to have it, I don't know what they lost it or not, and i'm just wondering if that would be a more.

620

01:37:28.080 --> 01:37:34.860

Cooper City: realistic way of measuring with what how fast people really are going to think the fear is that if they see the sign are going to slow down.

621

01:37:35.100 --> 01:37:40.590

Cooper City: And, and I think I understand you're saying, Mr Meltzer commercial postini I think what we have to look at is what is the end goal.

622

01:37:41.160 --> 01:37:48.450

Cooper City: If our goal is to control the speed in the city than the signs are doing what they are required or wanted wanting to do to slow down.

623

01:37:48.690 --> 01:37:56.970

Cooper City: Our if the if the desire is to do a speed study to assess the actual speeds, to see if, whether or not we need speed tables.

624

01:37:57.450 --> 01:38:08.400

Cooper City: Then we can remove the signs install them will provoke could vote covert speed counters but that's up to what the plan is for the speeds this the science of temporary right.

625

01:38:08.910 --> 01:38:15.240

Cooper City: They are they will then, then, then it will resolve anything I wouldn't be able to resolve them are temporary JEREMY in both of them are temporary.

626

01:38:15.630 --> 01:38:21.840

Cooper City: But it doesn't solve anything by slowing them down temporarily because soon as you remove them the old behavior will come back.

627

01:38:22.710 --> 01:38:38.160

Cooper City: it's not the speed radar trailer that we put out for a couple weeks and I remove the one 18th actually has fixed signs that public works installed for us okay they're the ones other solar powered ones okay good can we.

628

01:38:40.050 --> 01:38:45.930

Cooper City: Can we try adding the detail, we talked about traffic detail with the funds we have from bsl.

629

01:38:46.950 --> 01:38:53.250

Cooper City: That we've talked about before instead of paying for overtime, you know or whatever the.

630

01:38:55.200 --> 01:39:03.720

Cooper City: confiscation the credit vacancy credits can we use some of that can we authorize the manager to use them at to try to do some speed details.

631

01:39:05.010 --> 01:39:10.140

Cooper City: i'd rather personally i'd rather see lpr purchased.

632

01:39:11.190 --> 01:39:20.520

Cooper City: For the long term, of fail me to be sending enforcement agree, and if we already have that I mean can we try it out it's not an inch already budgeted for it's cheaper than overtime.

633

01:39:22.860 --> 01:39:31.500

Cooper City: or something the mentoring you gentlemen, you know I can I can coordinate I can give miss map leave the information on how we can set up a city detail.

634

01:39:32.220 --> 01:39:39.660

Cooper City: And that can definitely help with deploying resources for increased enforcement only thing I would recommend to the Commission.

635

01:39:40.080 --> 01:39:47.130

Cooper City: is again what the goal is if the goal is to increase enforcement than this traffic detail might be a solution for that.

636

01:39:47.550 --> 01:39:54.120

Cooper City: But if we're looking for a long term solution on how to slow the speeds in that neighborhood it might be looking at trying to get speed tables.

637

01:39:54.810 --> 01:40:04.500

Cooper City: In that maybe I didn't mean to speak only to I meant to speak city wide and and I think you said it already, you have to have a holistic approach, so I think the goals are.

638

01:40:04.860 --> 01:40:19.170

Cooper City: You have to have enforcement, in addition to education and resources, but we get emails i'm sure every house every you know day, not every day, but every every week about speed and and it's a top priority, so.

639

01:40:21.060 --> 01:40:31.140

Cooper City: I don't as long as there's no commitment to the detail sure we can terminate whenever we want, I think, I would like us to give consensus, the manager to do that if he if he's Okay, with it, if he wants to do.

640

01:40:32.280 --> 01:40:35.250

Cooper City: To look at it there's an option alone, no problem.

641

01:40:36.870 --> 01:40:37.470

Cooper City: I do want.

642

01:40:38.790 --> 01:40:42.000

Cooper City: To add one more thing working today, there was a.

643

01:40:44.070 --> 01:40:45.600

Cooper City: Good answer here we go.

644

01:40:48.600 --> 01:40:51.300

Cooper City: right next door Cooper city elementary school it's just.

645

01:40:53.100 --> 01:40:59.160

Cooper City: The stalking is out of control, and I know you appreciate where i'm coming from and then with this.

646

01:40:59.670 --> 01:41:07.680

Cooper City: And I also appreciate that there was a patrolman out there, on the other side on the South side there but it's the whole.

647

01:41:08.340 --> 01:41:13.080

Cooper City: it's the whole perimeter that's a problem and we spoke earlier we're talking about Renaissance and i'd like to.

648

01:41:13.680 --> 01:41:26.100

Cooper City: tackle that problem first and then after that it was set up here that we have other schools and public schools where the problem is prevalent as well, and you know i'd like us, as a Commission to really delve into that and see.

649

01:41:27.600 --> 01:41:47.610



Cooper City: How we can direct the resources to solve this problem understood is it's it's a mess and thank goodness schools about done for the year, yes, and then the only thing I have is it looks like a few of the deputies have taken up the code enforcement initiative or supporting it, and I mean.

650

01:41:48.720 --> 01:41:54.120

Cooper City: it's warmed up but he's not the not the good officers, I really would like to see some more.

651

01:41:55.440 --> 01:41:55.890

Cooper City: You know.

652

01:41:56.970 --> 01:42:04.590

Cooper City: It looks like to your sergeants are some of the you know have written some of the most you know, I have the list from I work.

653

01:42:05.100 --> 01:42:19.980

Cooper City: And so I would really like to see the road patrol deputies, you know stepping up and some of them have there's a few on here that I, you know I appreciate, but I think that we, when we discuss code, we talked about the cohesiveness between the so having the.

654

01:42:21.030 --> 01:42:30.270

Cooper City: Both law enforcement encode and I would like to see the deputies also backup the code and write more warnings or citations.

655

01:42:31.260 --> 01:42:40.230

Cooper City: doesn't have to be something with money, but just more activity from when I go and I work I only have a couple deputies in here that i've seen little you know Llewellyn boynton rush.

656

01:42:43.410 --> 01:42:45.690

Cooper City: agen only or Al oh and Gl.

657

01:42:47.220 --> 01:42:58.710

Cooper City: Thomas Warsaw was a sergeant and meal in Moscow so of the however many torn positions we have, I would like to see other ones.

658

01:42:59.220 --> 01:43:07.560

Cooper City: Now just just keep in mind, Commissioner, that you're going to see it predominantly on alpha shift you won't see a predominantly on day shift, because you have.

659

01:43:08.100 --> 01:43:15.510

Cooper City: You have code enforcement actually working so we we prioritize the task so if a code complaint comes out during the day shift.

660

01:43:15.960 --> 01:43:22.440

Cooper City: we're going to have naturally the code inspector handle it and then on the midnight shift like the names that you just mentioned, they they work midnight shift.

661

01:43:23.100 --> 01:43:29.550

Cooper City: And that's what we're going to see So if you have let's say six deputies per shift working 12 deputies on midnight shift.

662

01:43:30.330 --> 01:43:41.640

Cooper City: You know you just ran off and made a list of about eight or nine people excluding start to Moscow, but I do understand what you're saying it whelan and rush they don't work well rush does work say.

663

01:43:43.320 --> 01:43:45.420

Cooper City: He works, a swing shift and he works out well for time.

664

01:43:47.580 --> 01:43:54.570

Cooper City: Well, but I do understand what you're getting times here and it wasn't at night but i'm so I just would like to see them, you know also.

665

01:43:55.020 --> 01:44:06.330

Cooper City: Picking up and i'm not saying necessarily responding could i'm talking about proactive code, you know I understand someone calls in something in the middle of the day, the code unfortunate for go but.

666

01:44:07.290 --> 01:44:13.230

Cooper City: Proactive you know code for our our day shift deputies do have significant.

667

01:44:13.890 --> 01:44:25.620

Cooper City: ability to be proactive based off of the matrix studies we've had in the call Volume I mean it's just a reality, so I just would like to see the buy in from them as well, I know you you've talked to them and everything but.

668

01:44:26.220 --> 01:44:31.920

Cooper City: But trying to push the buy in to be traffic enforcement, Commissioner, you know if that's fair that's fair I would.

669

01:44:32.490 --> 01:44:44.490

Cooper City: I would be able to compare that with the traffic citations but the broward sheriff's office doesn't respond as my co workers, your question so once I get that I will compare the two and and but no, that is a absolutely fair.

670

01:44:45.960 --> 01:44:46.170

Cooper City: But.

671

01:44:47.640 --> 01:45:01.980

Cooper City: I thank you, I have one last question if if you know if the data was done over Memorial Day weekend, you indicated how many citations were issued 144 and of those What about half work speed 69.

672

01:45:02.820 --> 01:45:10.710

Cooper City: Would you happen to know where they all Cooper city residents, or what percentage was Cooper city residents.

673

01:45:11.910 --> 01:45:18.030

Cooper City: I don't have that information on hand I would need to pull the individual citations to see the address on record.

674

01:45:19.200 --> 01:45:26.940

Cooper City: Just Out of curiosity all right, thank you anything else in the chief, thank you very much, chief fire chief report to finish up.

675

01:45:33.000 --> 01:45:45.420

Cooper City: Maybe mayor Commission presence staff, a couple things I wanted to talk about was the high school graduation, but he already talked about that and the relay for life, he already talked about that.

676

01:45:45.810 --> 01:45:55.680

Cooper City: But I did want to mention that the CERT Members were there with relay for life help, so I wanted to say thank you to them and.

677

01:45:56.490 --> 01:46:12.960

Cooper City: Just let you know that we're still doing some training will probably be out at the public shopping Center on sheridan and pine island to do their training monthly training out there coming up and other than that.

678

01:46:14.250 --> 01:46:16.170

Cooper City: that's my report and kind of short and sweet.

679

01:46:17.730 --> 01:46:20.700

Cooper City: Okay, near anything about equipment, so please continue.

680

01:46:22.500 --> 01:46:35.490

Cooper City: we're currently platform still out of service we're in the reserve engine what years at thing 2007 looks horrible when you drive by it it's seven 400,000.

681

01:46:36.660 --> 01:46:40.260

Cooper City: The national standards are 10 years 12 years.

682

01:46:41.280 --> 01:46:56.760

Cooper City: But if the union's okay that that administration is allowing and requiring their Union people to drive on the equipment that's outdated who might say hey guys wake up be safe shouldn't be driving on that stuff.

683

01:46:57.960 --> 01:46:58.530

Cooper City: yeah you're right.

684

01:46:59.670 --> 01:47:04.080

Cooper City: I would, I do that, let me protect them and the residents, at the same time.

685

01:47:06.600 --> 01:47:16.830

Cooper City: You pretty much have heard my response engines 10 years ariel's 15 we're in a platform that 17 years old we're in an engine that's 13 years old.

686

01:47:20.190 --> 01:47:35.070

Cooper City: And and and to share for proves that he has no problem with it, and the Union approves it maybe if they get to approve it i'm sorry, and I said it got to the city, the Sheriff the Union saw gotta be work together.

687

01:47:36.750 --> 01:47:38.790

Cooper City: So when do we replace it, I guess, is the question.

688

01:47:40.620 --> 01:47:50.640

Cooper City: Do we love magic they take time to build the we takes over year yeah do we get in line now i'm in all this American rescue money's gonna porn everyone they're all going to go play back New York merced you can't.

689

01:47:52.140 --> 01:48:04.770

Cooper City: Be you know you can use it for that, but you're obviously going to have money not plan yeah right and, and so I imagine, I tried buying a car, right now, little on a fire truck i'm sure when do we get on the When did we start looking at replacing.

690

01:48:06.180 --> 01:48:17.460

Cooper City: So I think that that's something we have to start reasonably looking at if it's going to be a year or two years before I think we need to spec out first, what we need, well, they tell us for the contract now we've.

691

01:48:19.980 --> 01:48:25.770

Cooper City: Well, I think that should be part of the budget discussion and included in the budget okay now.

692

01:48:26.970 --> 01:48:32.640

Cooper City: We have met with our fleet 10 a peers.

693

01:48:34.260 --> 01:48:56.100

Cooper City: And when they did send us the quotes for that, and since then I have spoke to our our fleet director, they do have sometimes the manufacturers will put when you put it in line 14 months takes to build it will, if they have a vacancy or they don't have a.

694

01:48:58.620 --> 01:49:02.940

Cooper City: Somebody to buy it, they just put a truck in and they call it a spec truck.

695

01:49:04.410 --> 01:49:12.510

Cooper City: And that may be an option as well, and that is less expensive yes right and and it's the.

696

01:49:13.080 --> 01:49:21.510

Cooper City: Well, let me rephrase that it may not be less expensive, but your wait, time is maybe because it could have right it's not built for us is.

697

01:49:22.050 --> 01:49:34.500

Cooper City: Right, it could be under built it could be overbuilt right, I and i'm not opposed to looking at what what's being what's out there yeah I think we should we should put it on a woman will.

698

01:49:35.910 --> 01:49:41.400

Cooper City: will look at a at a capital plan was for purchasing.



699

01:49:42.750 --> 01:49:48.540

Cooper City: The trucks, I mean in our rescues as well would have to be included in that because there.

700

01:49:49.740 --> 01:49:56.940

Cooper City: Well, let me guess you guys would prioritize it right Oh, we would now the only thing is, I want to be clear, it is not going to say the broward sheriff's office on.

701

01:49:57.480 --> 01:50:12.120

Cooper City: i'm sorry, it is not going to say broward county sheriff's office on, and if we pay for it, because we're on the Western model now and Western says to do Western fire rescue on, so I would like to say Cooper city fire rescue and we can put a magnet on it, this is driven around by the Sheriff.

702

01:50:13.170 --> 01:50:22.050

Cooper City: You know i'm serious and I even like to do that with the police cars, but that's another day well and in conjunction with that you know we we don't want anybody to be driving around in a.

703

01:50:23.730 --> 01:50:26.400

Cooper City: Fire equipment it's unsafe because of age and.

704

01:50:29.850 --> 01:50:42.330

Cooper City: So why, why are we more certain in the Union or the share it's not know my point is I don't want them driving around on roads that are unsafe we're talking about spending all this money in a fire truck What about sterling road.

705

01:50:43.650 --> 01:50:44.430

Cooper City: yeah.

706

01:50:45.630 --> 01:51:01.680

Cooper City: it's pretty bumpy you know it's it rains and people hydro being handled by npr is Helen no I already told you where's where's The thing is going to do that that does a flooding problem that has a drainage issue that the riser sea level is affecting that we're looking at potentially.

707

01:51:04.080 --> 01:51:14.760

Cooper City: Potentially we're looking at using our see if our money can be used for the construction point is, we got a lot of money to spend coming up so hopefully we can fit it.

708

01:51:15.270 --> 01:51:25.110

Cooper City: into the other thing is we've got we've got fields out if mango was parked there going on three years old artificial turf fields that I believe only last and how long the last seven years 10 years Jamie.

709

01:51:26.940 --> 01:51:27.600

Cooper City: Artificial.

710

01:51:28.800 --> 01:51:34.320

Cooper City: at how long it was how long are those fields supposed to supposed to last seven years, seven years so we're almost.

711

01:51:35.850 --> 01:51:41.190

Cooper City: At any rate, we're getting we're getting to a point where they need to be part of the five and 10 year plan as well.

712

01:51:42.210 --> 01:51:47.550

Cooper City: had a lot of things on there and don't forget pioneer field needs to be yeah there's holes out there.

713

01:51:49.170 --> 01:51:49.980

Cooper City: we're going to fill them.

714

01:51:51.540 --> 01:51:55.200

Cooper City: I thought timmy had a laser greeter or something like that what happened on that machine.

715

01:51:58.350 --> 01:52:04.230

Cooper City: it's the school school board jamie's fault, I was out there, the grass was so high, it really for lightly, I mean.

716

01:52:06.360 --> 01:52:09.180

Cooper City: To tell me chief where's that regional truck now.

717

01:52:11.490 --> 01:52:13.650

Cooper City: You know the big brand new regional truck.

718

01:52:15.060 --> 01:52:15.810

Cooper City: What city.

719

01:52:16.950 --> 01:52:17.460

Cooper City: Is it in.

720

01:52:20.070 --> 01:52:24.000

Cooper City: I guess it would be Fort lauderdale because it's in the repair shop.

721

01:52:25.890 --> 01:52:29.550

Cooper City: The brand new regional then another the new one, the new one.

722

01:52:30.870 --> 01:52:32.790

Cooper City: That the Quint.

723

01:52:33.870 --> 01:52:37.830

Cooper City: Is at motor pool for repairs under warranty work.

724

01:52:38.880 --> 01:52:39.330

Cooper City: It might be.

725

01:52:40.380 --> 01:52:48.750

Cooper City: It for warranty work it's in for warranty work to make sure we check out with your mind stuff from because these trucks go down, more than anything.

726

01:52:49.890 --> 01:52:56.100

Cooper City: This it comes with a five year warranty bumper to bumper so.

727

01:52:58.230 --> 01:53:10.380

Cooper City: Saving grace and let's also look at Western they may be selling well, would you think could be so selfless that that one they have i'm sure it depreciate in value that original one that quaint couple hundred thousand or something.

728

01:53:11.940 --> 01:53:13.830

Cooper City: You think that we could look at that.

729

01:53:14.910 --> 01:53:15.960

Cooper City: Maybe they would sell it to us.

730

01:53:18.060 --> 01:53:19.380

Cooper City: I would say anything is.

731

01:53:21.990 --> 01:53:28.170

Cooper City: they're open to anything, right now, I would say or they'll treat us for the for the stolen confiscation money i'm willing to do that.

732

01:53:29.640 --> 01:53:37.680

Cooper City: And we're off Thank you chief anything other Thank you very much Jeff Thank you raise any concerns Commissioner green.

733

01:53:38.880 --> 01:53:54.990

Cooper City: Thank you mayor just very quickly and it's already been saved by the both police and fire with regards to relay for life, I thought it was a tremendous success was grateful to be a part of it, along with the Commission and the other folks kudos to as.

734

01:53:56.250 --> 01:54:10.140

Cooper City: The city manager already alluded to kudos to the city's pirates of the Caribbean and raising \$7,000 but also to to the db Cooper city efforts, I believe that.

735

01:54:11.310 --> 01:54:26.130

Cooper City: The city's raised over at the city in totality has raised over \$83,000 and so, once again, this Community small community, but does a lot of work and very impactful so.

736

01:54:27.690 --> 01:54:38.880

Cooper City: And I know it's still the efforts is still ongoing until July, but I just wanted to say that publicly and that's about it, thank you, Sir, thank you Commissioner bottini.

737

01:54:41.310 --> 01:54:51.120

Cooper City: Thank you everyone, I sent out an email from that I received from the director of gatsby concerning participating in a process.

738

01:54:51.720 --> 01:55:05.490

Cooper City: to monitor how much time we spend on standards, I don't think received that salt, we can wait till next meeting, if joey can please forward that email to the Commissioners, so we can see me it's.

739

01:55:07.290 --> 01:55:10.350

Cooper City: Not vital, but if you can read it and see if.

740

01:55:11.550 --> 01:55:20.550

Cooper City: Something if it's something that we're interested in participating in or not no problem that's it Thank you Commissioner Meltzer.

741

01:55:22.200 --> 01:55:22.590

Cooper City: evening.

742

01:55:25.590 --> 01:55:29.580

Cooper City: You know, usually I like to praise in public advantage behind closed doors.

743

01:55:30.930 --> 01:55:33.690

Cooper City: But Joe I gotta tell you i'm disappointed.

744

01:55:36.330 --> 01:55:51.600

Cooper City: We had a conversation about six weeks ago seven weeks ago when you applied for the position of the manatee county administrator and you told me at that time you you've pulled out you're committed to Cooper city.

745

01:55:52.950 --> 01:56:01.530

Cooper City: committed to Cooper city, and here we are six weeks later and it's deja vu all over again, as they say, so I would just like to know.

746

01:56:02.250 --> 01:56:06.330

Cooper City: Are you committed to go percentage have i've never stopped being committed to capacity.

747

01:56:06.870 --> 01:56:18.540

Cooper City: I told you, I was committed to Cooper so you're not you told me, but your to meet your actions your actions it no I think you're wise commitment is commitment, and I have never wavered any day in providing.

748

01:56:19.350 --> 01:56:29.130

Cooper City: My commitment to Cooper city I come in here every day with my head to the grindstone I was here every day during covert I lead this this city through covert.

749

01:56:29.670 --> 01:56:33.720

Cooper City: And my have never wavered in my commitment to Cooper city, that was a personal decision.

750



01:56:34.350 --> 01:56:45.660

Cooper City: But it did not indicate that I am not committed to cook city when i'm here, I am committed, but was one of five up here now my question in back of my mind, is when when is this going to happen again.

751

01:56:46.110 --> 01:56:55.770

Cooper City: And i'm just being i'm being frank about it it's it's a it's concerned, well, I know it's a concern, Commissioner, those are those are extremely difficult in personal decisions.

752

01:56:56.310 --> 01:57:08.370

Cooper City: And i'm just going to say and i'm not going to answer that question because I don't think I need to, but I am committed to Cooper city, no one is going to work harder for this city each day than me.

753

01:57:09.420 --> 01:57:14.190

Cooper City: And that's, all I can say to you Okay, thank you that's all I have, thank you mentioned shorter.

754

01:57:17.940 --> 01:57:20.580

Cooper City: Can I I forgot, something I forgot no.

755

01:57:21.600 --> 01:57:22.560

Cooper City: Okay, you go and.

756

01:57:27.690 --> 01:57:30.000

Cooper City: try again thank hard.

757

01:57:32.280 --> 01:57:36.660

Cooper City: Start reading my email for March Oh well, one of them is the conditional use.

758

01:57:37.680 --> 01:57:45.210

Cooper City: list we have, and I think they don't know whether we got it from is we, I know there's some missing on there at least the one of my classes missing the Church.

759

01:57:47.340 --> 01:57:50.490

Cooper City: The one that they approved, we went and measured the square footage.

760

01:57:52.380 --> 01:57:57.420

Cooper City: that's not my conditional useless, it may not be a comprehensive list of but it's a start.

761

01:58:00.660 --> 01:58:11.160

Cooper City: it's a start so i'll check to see what there are a may may not have had one in the past, I don't know I would write this is better than better than nothing, I would like to have a list of conditional uses.

762

01:58:11.490 --> 01:58:16.260

Cooper City: In the city i'm looking at it right now i'll see if this was the.

763

01:58:16.560 --> 01:58:26.550

Cooper City: list that we have if there's something missing i'll make sure will follow it, I know what I want a memory that's still there, so i'm sure there's other ones, not to make them rush out and do it right away, but I would like to.

764

01:58:27.270 --> 01:58:38.790

Cooper City: get better on our land use stuff i'd like our conditional uses to be recorded in the owner's name and the legal description and all these other little required fancy things i'm.

765

01:58:43.740 --> 01:58:44.370

Cooper City: Sorry, thank you.

766

01:58:47.910 --> 01:58:50.310

Cooper City: I want to say thank you, Joe for your commitment.

767

01:58:51.510 --> 01:58:55.830

Cooper City: To the city, I have never seen it waiver or vacillate.

768

01:58:58.680 --> 01:59:13.080

Cooper City: I cannot fault an individual for trying to better themselves or for different challenges, I have no problem with that I don't because you still look out for the best interest of Cooper city.

769

01:59:14.280 --> 01:59:18.900

Cooper City: I am candidly happy as how things turned out.

770

01:59:20.130 --> 01:59:28.020

Cooper City: Personally it's your decision it's not and you have to appreciate like Commissioners have.

771

01:59:29.070 --> 01:59:32.460

Cooper City: expiration dates when you have term limits.

772

01:59:33.480 --> 01:59:34.890

Cooper City: So to city managers.

773

01:59:37.410 --> 01:59:40.770

Cooper City: I don't expect you, you know to stay here the next 20 years.

774

01:59:42.330 --> 01:59:51.270

Cooper City: But you know, having said that, how many more years that's up to you and the Commission, working together and that's all I want to keep saying.

775

01:59:51.930 --> 02:00:00.480

Cooper City: so hard, I do have something alright so i'm in you know look, the reality is I don't take things personally.

776

02:00:01.080 --> 02:00:13.860

Cooper City: it's business and sometimes some of my colleagues will say Oh well, we don't need to do this ordinances ordinance because Mr napoli's amazing or john doe's amazing and I want everyone to remember.

777

02:00:15.480 --> 02:00:21.930

Cooper City: The person can change it anytime anything could happen and we have to govern what's in the best interest of of.

778

02:00:22.800 --> 02:00:32.700

Cooper City: Of the Community you're a zealous advocate so you understand it and there you know, so you know I will back up a Commissioner Meltzer.

779

02:00:33.180 --> 02:00:38.880

Cooper City: I don't get offended you could apply anywhere you want, as a matter to me but um you know.

780

02:00:39.690 --> 02:00:51.450

Cooper City: I also have to take into you know consideration do I have to have a long term plan so if you're going to you if you have an alternative, let me know privately, let us know up here and no one would be offended.

781

02:00:52.560 --> 02:01:05.640

Cooper City: But we have to look for what's best, but at the same time you'll have to blow smoke up my whatever if you're ready to move on we'll we'll come up with an amicable timeline doesn't matter to me so that being said.

782

02:01:06.660 --> 02:01:17.880

Cooper City: You know i'm going to govern what's in the best interest some days that's with you some days it's without your meeting will go against the grain, but um you know that's why, when I pushed for certain things.

783

02:01:18.270 --> 02:01:35.430

Cooper City: It doesn't matter to me who the manager, is it doesn't matter to me to the finance director is because, in my mind anyone i'm gonna be gone, they could quit resign, God forbid, something worse, you know health issue so that's why we have to be, or at least my opinion, you know very.

784

02:01:36.900 --> 02:01:37.770

Cooper City: Rigid but.

785

02:01:38.970 --> 02:01:44.970

Cooper City: You know, thoughtful and the execution, you know but yeah I mean you know, because there were times, where you know hey let's give.

786

02:01:46.560 --> 02:01:53.010

Cooper City: Miss bridgeman a chance and say you know want doesn't matter me because my spiritual might you know, maybe the President calls or the next day to to.

787

02:01:53.580 --> 02:02:15.570

Cooper City: to serve you know higher being so that's where we have to set up as Commissioners, we got to set up this stuff to where when we're all going to be gone eventually we're leaving a lasting impression, and so that's that different in a thank you, Dr emotion, we go to minute rebuttal anyone.

788

02:02:17.370 --> 02:02:18.540

Cooper City: yeah two minutes.

789

02:02:20.070 --> 02:02:20.850

Cooper City: Nothing Jamie.

790

02:02:23.430 --> 02:02:36.000

Cooper City: Give us some pointers all those years up here 31 year resident anybody doesn't know who I am I wish the optimist guys were still here because i'd like to share a few things with the Council.

791

02:02:37.530 --> 02:02:57.060

Cooper City: Some that bothers me the tackle program and, by the way, i'm a tackle guy I was one of the guys on the original committee that brought Cooper city tackle football back to the fitness program what year 9293 Okay, you had to say that right hi grandpa.

792

02:02:58.560 --> 02:02:58.980

Cooper City: um.

793

02:03:00.450 --> 02:03:04.590

Cooper City: One of the sticking points that I have it's kind of funny because I was driving up.

794

02:03:06.390 --> 02:03:19.380

Cooper City: If you hear something on a see the sign register for cold football i'm saying cultivable why they why they advertise and tackle football got her own tackle football well I didn't have any idea that.

795

02:03:20.250 --> 02:03:25.920

Cooper City: They merged with Davey because Dave he did not want, so you all know, this Dave you don't want to tackle any more.

796

02:03:26.700 --> 02:03:34.920

Cooper City: Passive DNS stuff to tackle all right, so we kept our tax, but my point is OK, we kept the tackle, but why don't we change your name.

797

02:03:35.700 --> 02:03:44.760

Cooper City: The reason why we kept it the cowboys because we were going to be a feeder program and the high school love this, by the way, Paul Magna I think Jamie knows this.

798

02:03:45.090 --> 02:03:53.910

Cooper City: Paul Magna love that you know we approached him hollis column in the whole words and we got to keep the name the cowboys now we're the colts you know.

799

02:03:56.100 --> 02:04:09.000

Cooper City: This field space, we had a pretty good amount of teams back then and and pioneer week practice my brothers, even in the 80s practice out there, you know that's why it was the field, could be a little better, but.

800

02:04:10.410 --> 02:04:14.700

Cooper City: You know I kind of wish that they would work a little more together.



801

02:04:15.210 --> 02:04:21.780

Cooper City: or possibly maybe they could even reach out to Davey maybe we can use Davies fields for some practice of their missing some fields.

802

02:04:22.200 --> 02:04:39.330

Cooper City: You know, so I just want you people just to kind of get that and like I said I am attack guy all my nephew's play they played all through here my son played and so that's all I gotta say, but I appreciate everybody night and there, she goes.

803

02:04:41.130 --> 02:04:43.440

Cooper City: Thank you, thank you ocean.

804

02:04:45.150 --> 02:04:50.880

Cooper City: More i'm sorry Sorry, I do have Robin morgenstein on the line, yes, Robin.

805

02:04:53.310 --> 02:04:54.210

Cooper City: Robin are you there.

806

02:04:57.360 --> 02:04:59.100

Cooper City: Robin going once.

807

02:05:01.920 --> 02:05:02.700

Cooper City: Going twice.

808

02:05:03.930 --> 02:05:05.250

Cooper City: Robin unmute yourself.

809

02:05:10.380 --> 02:05:10.890

Cooper City: Robin.

810

02:05:12.030 --> 02:05:12.540

Cooper City: you're going.

811

02:05:14.310 --> 02:05:17.400

Cooper City: Thank you very much, now I can entertain the motion.

812

02:05:19.620 --> 02:05:20.010

Cooper City: motion.

813

02:05:22.260 --> 02:05:24.810

Cooper City: And past, thank you very much, have a good evening.



**CITY OF COOPER CITY**  
**CITY COMMISSION REGULAR MEETING**  
Tuesday, June 22, 2021 at 6:30 PM  
City Hall Auditorium | 9090 SW 50th Place

## MINUTES

### PLEDGE OF ALLEGIANCE

Mayor Ross opened the meeting at 6:30 PM and Lucas Porter from Cooper City Elementary led the assembly in the Pledge of Allegiance.

### ROLL CALL

Present were Commissioners Shrouder, Meltzer, Pulcini, Green and Mayor Ross.

### CHANGES TO AGENDA/EMERGENCY MATTERS

There were no changes to the agenda.

### PROCLAMATIONS/PRESENTATIONS

Yard of the Month was presented to Jorge and Margarita Ruiz.

Presentation and update on the Strategic Planning process - **presented by Michelle Kennedy with BerryDunn**

Michelle Kennedy from BerryDunn presented an update on the Strategic Planning process.

Commissioner Meltzer looks forward to meeting with Ms. Kennedy.

### PUBLIC SPEAKING

#### **Open Public Meeting**

Lori Green, 10518 Zurich St, commended Embassy Lakes staff and community Police and Fire for their efforts with an unresponsive resident of Embassy Lakes.

David Nall, spoke on the Broward Sheriff's Office contract and issues that have occurred due to a former City Manager.

Mayor Ross advised the former City Manager failed to enforce the contract with BSO. He spoke on the current use of apparatuses that are not up to standards. He also advised he has scheduled a meeting with the thirteen BSO contract cities to discuss similar issues.

Andrew Gross, 5010 Regency Isles Way - spoke on reestablishing the Public Safety Advisory Board. He spoke on the step by step plan with the strategic analysis and the social PinPoint Engagement Platform.

#### **Agenda Concerns**

No agenda concerns.

#### **May 2021 Financial Reports**

CFO Sandra Bridgeman advised the City is well situated for "budget to actuals" or expenses.

Commissioner Meltzer asked about the committed \$3 million in the general fund.

### **CONSENT AGENDA**

#### **Minutes**

Regular Commission meeting minutes of May 11, 2021

Regular Commission meeting minutes of May 25, 2021

#### **Motion to Approve**

Appointments to City Boards Update - **Administration**

**MOTION:** Commissioner Green moved to approve the consent agenda. Commissioner Meltzer seconded the motion which prevailed by a unanimous roll call vote (5-0).

### **REGULAR AGENDA**

#### **Motion to approve the schedule for budget meetings and hearings for the Fiscal Year 2022 budget - Finance/Administration**

Commissioner Shrouder asked for an additional meeting before the tentative millage is set as discussed prior.

Discussion ensued on having line-by-line details on the budget.

City manager Napoli advised the detailed budget would not be completed by the July 13, 2021 meeting.

City Manager Napoli asked that the setting of the tentative millage rate be held at the July 27, 2021 meeting.

**MOTION:** Commissioner Pulcini moved to approve the schedule for budget meetings and hearings for the Fiscal Year 2022 budget with the tentative millage being set on July 27, 2021. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote (5-0).

#### **Motion to approve an Interlocal Agreement with the Town of Davie for a Treated Sewer Effluent Pipe Connection - Utilities**

**MOTION:** Commissioner Pulcini moved to approve an Interlocal Agreement with the Town of Davie for a Treated Sewer Effluent Pipe Connection. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote (5-0).

#### **Discussion on terminating the City's contract with BSO and reestablishing the Cooper City Police & Fire Departments - Commissioner Shrouder**

This item was moved to be heard after public speaking.

Commissioner Shrouder spoke on his concerns with pension and rising costs. He also spoke on capital obligations and a lawsuit. He feels the city has lost control of its own public safety. Commissioner Shrouder advised that the district chiefs are phenomenal but they are limited in their control. With the increases in costs and with no voice, the city needs to do what is best for the residents. He respects BSO but believes it is time to move on.

Commissioner Meltzer advised there maybe another way to continue our level of service but also have control. The escalating costs are not sustainable for our residential community. He commended Captain De Giovanni and his staff. He believes it is imperative to look at other options for our public safety.

Commissioner Green respectively disagrees with his colleagues. He would like to continue to work out the challenges that the city has with BSO. He spoke on the rising costs when the City had their own police and fire. He knows there are current challenges but that the Commission has a responsibility to the residents to work those issues out. He also stated the Public Safety Advisory Board advised that the city could not afford to have its own police and fire department. Commissioner Green also spoke on the addition of personnel for managing a police force.

Commissioner Pulcini believes that looking into options will not necessarily mean we will leave BSO but possibly strengthen the relationship between the two parties. He stated that the Cooper City BSO district has great personnel and the issues are ones that other contracted cities have.

Commissioner Shrouder advised that the consultant's report showing the analysis of starting the city's own police and fire departments had issues. He also stated that he has spent many hours researching the current contract and issues. Commissioner Shrouder proposed giving the city manager forty-five days to develop a plan on how to recreate a police and fire force in one year.

City Manager Napoli asked the expectation at the end of 45 days.

Commissioner Shrouder wants a comprehensive plan on transitioning in a one-year period.

Mayor Ross would like to speak to the other contracted cities beforehand.

Commissioner Meltzer would like an analysis on costs.

Commissioner Shrouder spoke on additional costs and doubling costs with BSO.

Mayor Ross spoke on breaching of the contract.

Captain De Giovanni spoke on crime categories increasing and decreasing.

Mr. Napoli advised he would probably need to bring in a consultant and asked for a timeline of a minimum of three months with a midpoint review.

Commissioner Shrouder does not want to delay and miss another budget year.

Commissioner Shrouder moved to direct the City Manager to determine costs to facilitate a transition from Broward Sheriff's Office, prior to the budget deadline and for inclusion in the FY22 budget. Commissioner Meltzer seconded the motion which prevailed by the following roll call vote.

**NO:** Commissioner Shrouder, Meltzer, Pulcini and Mayor Ross.

**YES:** Commissioner Green.

**Discussion regarding Government Accounting Standards Board (GASB) study the Implementation of Statement 87 requesting entities calculate staff and non-staff time allocated to specific standards - Commissioner Pulcini**

Commissioner Pulcini advised this item was placed on the agenda as a courtesy but the commission should revisit it in the future.

**Budget Presentation to include adding a column to reflect any budget amendments.**

Commissioner Pulcini would like to add the additional column listing rollovers to the budget tables.

Commissioner Shrouder would like rollovers to be defined in the budget presentation.

**MOTION:** Commissioner Pulcini moved to approve an additional column in the budget presentation showing rollovers. Commissioner Meltzer seconded the motion which prevailed by a unanimous roll call vote (5-0).

**REGULAR RESOLUTIONS****Resolution 21-29 (Utilities)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, SUPPORTING AND APPROVING THE S.W. 106th AVENUE ROADWAY IMPROVEMENT PLAN (THE "PROJECT"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**MOTION:** Commissioner Shrouder moved to approve Resolution 21-29. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote (5-0).

**Resolution 21-30 (Utilities)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, SUPPORTING AND APPROVING THE HIATUS ROAD ROADWAY IMPROVEMENT PLAN (THE "PROJECT"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

**MOTION:** Commissioner Shrouder moved to approve Resolution 21-30. Commissioner Meltzer seconded the motion which prevailed by a unanimous roll call vote (5-0).

**Resolution 21-31 (Utilities)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, SUPPORTING AND APPROVING THE S.W. 90th AVENUE ROADWAY IMPROVEMENT PLAN (THE "PROJECT"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

**MOTION:** Commissioner Shrouder moved to approve Resolution 21-31. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote (5-0).

**CITY MANAGER REPORT**

City Manager Napoli thanked staff, BSO and the commission on their support for the Graduation parade.

**CITY ATTORNEY REPORT**

City Attorney Horowitz advised Form 1's and Outside Concurrent Disclosures need to be filed by July 1, 2021 and the Broward League of Cities is offering ethics training.

**POLICE CHIEF'S REPORT**

Captain De Giovanni advised summer school has started and will continue through the end of July for Pioneer Middle School and Embassy Creek. He reminded all residents to adhere to school zone signs.

The Commercial Plaza beautification initiative has 42 locations in compliance.

Code enforcement changes have taken place and updated information is located on the website.

On June 7, 2021 there was a burglary at Retro Fitness, which stemmed from a bank withdrawal. The criminals have been apprehended.

He reminder all residents of the 9:00 PM Lock your Doors initiative.

The recent COP meeting was a great success.

The Shred-a-Thon will be held in conjunction with Operation Medicine Cabinet on July 3, 2011 from 10:00 AM to 1:00 PM.

He advised he has met with technology companies concerning the park burglaries.

There is currently one vacancy to be filled shortly.

He also reminded the Commission he is available 24/7 and he committed to finding solutions to issues.

**FIRE CHIEF'S REPORT**

Chief Bishop advised a training "stand down" is occurring now.

He also commended the bystanders at Embassy Lakes who assisted with a cardiac arrest.

The CERT program is active and meeting in person.

The platform truck is out for repair but will be back in service next week. Fire Rescue is also currently using a spare rescue.

Commissioner Meltzer asked about the start of new member CERT training.

**COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA**

Commissioner Green thanked staff for the Senior Parade and wished everyone a Happy Fourth of July.

Commissioner Pulcini wished everyone a Happy Fourth of July.

Commissioner Meltzer asked for an update on the Conditional Use of Renaissance Charter.

Commissioner Shrouder asked to look if we can use the American Recovery Plan to fund the consultant position for public safety transition. He commended Captain De Giovanni for his work with the City. He

spoke on reorganizing Public Works and the notification to the individual is hired for Public Works Director. He would also like to acquire the website address “coopercity.gov”.

Consensus was reached to transfer to the “coopercity.gov” web address.

Commissioner Shrouder would also like the elected officials photos and contact information in the lobby has to help promote customer service.

Mayor Ross wished everyone a happy and safe Fourth of July.

**ADDITIONAL PUBLIC COMMENTS (2 MINUTES)**

There were no additional comments.

**ADJOURNMENT**

The meeting adjourned at 9:07 PM.



WEBVTT

1

00:00:00.989 --> 00:00:01.680

Recording.

2

00:00:44.400 --> 00:00:45.780

Cooper City Hall: Good evening, ladies and gentlemen.

3

00:00:47.160 --> 00:00:54.420

Cooper City Hall: I welcome you to the city Commission meeting June 22 630 and, if you please all join me in the pledge of allegiance.

4

00:00:56.490 --> 00:01:09.090

Cooper City Hall: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands one nation under God indivisible with liberty and justice for all thank you ever call, please.

5

00:01:13.050 --> 00:01:14.220

Cooper City Hall: All right, Michelle shouter.

6

00:01:14.280 --> 00:01:16.740

Cooper City Hall: Your pusher Meltzer mission puccini.

7

00:01:18.210 --> 00:01:19.350

Cooper City Hall: Commissioner, green yeah.

8

00:01:19.560 --> 00:01:20.700

Cooper City Hall: we're off air.

9

00:01:23.250 --> 00:01:37.500

Cooper City Hall: And do we have any changes to the agenda or any emergency matters no Mr Mayor, thank you very much we've got open public meeting, and we are looking at Laura green up first.

10

00:01:45.060 --> 00:01:47.370

Cooper City Hall: yeah you can turn it around and then.

11

00:01:50.940 --> 00:01:51.300

i'm sorry.

12

00:01:56.010 --> 00:01:57.030

Cooper City Hall: Oh you're on good.

13

00:01:58.200 --> 00:01:59.130

Cooper City Hall: No it's not on yet.

14

00:02:01.560 --> 00:02:03.720

Cooper City Hall: i'm colorblind you need red.

15

00:02:07.230 --> 00:02:07.740

Cooper City Hall: There you go.

16

00:02:08.910 --> 00:02:10.590

Cooper City Hall: hi good evening laurie green.

17

00:02:12.090 --> 00:02:31.500

Cooper City Hall: i'm here tonight to commend our incredible Community police and fire department, on behalf of the residents the Board of Directors and the staff of embassy lakes, we could not be prouder to be alongside.

18

00:02:32.700 --> 00:02:40.620

Cooper City Hall: This past Thursday, many of you may have heard, we had a resident who was found unconscious.

19

00:02:41.670 --> 00:02:53.460

Cooper City Hall: In our clubhouse parking lot and due to the swift amazing actions of our untrained lay.

20

00:02:54.540 --> 00:02:56.730

Cooper City Hall: staff that worked for embassy lakes.

21

00:02:58.170 --> 00:03:02.430

Cooper City Hall: They responded and did cpr.

22

00:03:03.690 --> 00:03:08.760

Cooper City Hall: We keep a few years ago we purchased an ad that has kept on site.

23

00:03:09.960 --> 00:03:19.500

Cooper City Hall: They retrieve the Ad they did it did shock, the person and.

24

00:03:21.090 --> 00:03:26.850

Cooper City Hall: But in particular I would like to also commend her, and I have to look at her name.

25

00:03:28.020 --> 00:03:43.020

Cooper City Hall: The dispatcher Joanna mashad we did send an email hoping that her superiors will get this she stayed on the phone with the staff kept them calm.

26

00:03:44.610 --> 00:03:50.460

Cooper City Hall: directed them in all all the procedures and everything that they needed to do.

27

00:03:51.900 --> 00:03:54.630

Cooper City Hall: And once fire rescue.

28

00:03:55.860 --> 00:04:04.740

Cooper City Hall: arrived on the scene, they took over from there, and the person regain to normal sinus rhythm.

29

00:04:06.420 --> 00:04:09.420

Cooper City Hall: This person has, as of today.

30

00:04:10.440 --> 00:04:11.850

Cooper City Hall: regained consciousness.

31

00:04:13.560 --> 00:04:27.150

Cooper City Hall: And is being transferred out of icu this is new news captain, he is going to the telemetry unit tomorrow and the staff is looking forward to.

32

00:04:28.500 --> 00:04:38.160

Cooper City Hall: Doing actual cpr classes, together with the Stop the bleed program and I just really wanted to express how really proud.

33

00:04:39.240 --> 00:04:41.400

Cooper City Hall: We are to be side by side and have.

34

00:04:42.480 --> 00:04:52.470

Cooper City Hall: bso together as a partner, and thank you and make sure that you guys all know about the staff and what they did, thank you.

35

00:04:56.700 --> 00:05:02.130

Cooper City Hall: You know, as partners, and let me just say that I was able to talk to chief Bishop about the incident.

36

00:05:04.530 --> 00:05:27.630

Cooper City Hall: He turned around and said, but really the true people who did the work was MC lakes personnel in his words they did everything textbook you know one called 911 when one got the ED one started cpr the other, you know help with the cpr when the first one getting tired.

37

00:05:28.770 --> 00:05:39.270

Cooper City Hall: He indicated, you know, yes, we came we did what we had to all six you know were there and doing you know, like an orchestra like I I saw the one time that I was involved in that.

38

00:05:39.870 --> 00:05:54.720

Cooper City Hall: They did it magically they did it perfectly and and to their credit, and it worked out well so congratulations to your staff who really deserves a hearty applause, and I think we all deserve to do that.

39

00:05:58.470 --> 00:05:59.310

Cooper City Hall: Thank you, David all.

40

00:06:04.590 --> 00:06:18.120

Cooper City Hall: Good evening David know longtime resident i'm going to try to cram a lot of my comments and very shortly i've been around here a long time, especially considering bsl.

41

00:06:19.740 --> 00:06:21.930

Cooper City Hall: You know, most of you know that.

42

00:06:23.520 --> 00:06:33.540

Cooper City Hall: Scott Israel wasn't a big fan of mine, but I can say that during his tenure, we did not have too much of a problem with our bso contract.

43

00:06:34.560 --> 00:06:46.140

Cooper City Hall: The the the issues we did have with our contract I believe stem mostly from our incompetent city manager at the time, where he did not administer a managed to contract efficiently.

44

00:06:47.280 --> 00:06:55.680

Cooper City Hall: He kind of ignored it and that's why we had the vacancy credit problems and I know we had a problem with the confiscation funds.

45

00:06:56.010 --> 00:07:07.230

Cooper City Hall: But if you asked me, he was probably right there in the middle of it and that's why it got to where we are fast forward, we have a new administrator or a subsequent administration.

46

00:07:09.210 --> 00:07:21.900

Cooper City Hall: And let me preface all my comments I have, I come from a family of law enforcement my son is in law enforcement, I have another son going into law enforcement, I have no problem with the boots on the ground.

47

00:07:22.860 --> 00:07:40.170

Cooper City Hall: From the captain district chiefs down, I have no problem they buster rear ends and they take a lot of crap from the public all across this nation, and if you asked me I think it's a bunch of horse crap the Dar law enforcement have to go through that.

48

00:07:41.280 --> 00:07:46.380

Cooper City Hall: So this it has nothing to do with the boots on the ground, what i'm speaking about is the brass.

49

00:07:47.430 --> 00:07:58.770

Cooper City Hall: Ever since we took go or the subsequent administration from sharp Israel we've had nothing but problems.

50

00:08:00.000 --> 00:08:10.260

Cooper City Hall: With the current administration shutting down our lobby without us know and transferring people out without us knowing transferring people out without notice of.

51

00:08:10.680 --> 00:08:18.420

Cooper City Hall: You know, even the captains and the people that are running the show here on the ground doesn't even know somebody getting transferred out.

52

00:08:19.170 --> 00:08:29.490



Cooper City Hall: And then, and who paid for the first payment of the radios, I believe, be so is supposed to but who did oh is Cooper city on the backs of the taxpayers.

53

00:08:30.270 --> 00:08:39.150

Cooper City Hall: Ever since this new Administration has taken over the the the city and the taxpayers have bent over and taking it up the arse.

54

00:08:39.930 --> 00:08:49.920

Cooper City Hall: it's time it stops and I hope and pray that this this Commission really takes a hard look at this because the last time we did it.

55

00:08:50.220 --> 00:08:59.490

Cooper City Hall: It was it really was half ass excuse my language, but we hired matrix they'd never done it before there were so many holes in the report, it was a fiasco.

56

00:09:00.090 --> 00:09:17.280

Cooper City Hall: And then, on top of that, we had an incompetent city manager that couldn't answer the questions during the PhDs the public safety advisory board meetings to get anything done now, I think we really have a city manager, that is competent.

57

00:09:18.720 --> 00:09:21.810

Cooper City Hall: Has the the intellect.

58

00:09:22.830 --> 00:09:31.650

Cooper City Hall: To to see this through and and I believe that the Convention needs to really take a hard look at alternatives to be so police.

59

00:09:32.790 --> 00:09:43.500

Cooper City Hall: Because there is no Community policing right now why because it's a carousel I i've been here a long time, I used to know just about every COP on our beat.

60

00:09:44.460 --> 00:09:53.250

Cooper City Hall: Now I don't recognize hardly anybody because it's a carousel somebody new every day they don't know the residents, they don't know the area.

61

00:09:54.090 --> 00:10:05.250

Cooper City Hall: So I think it's a good time to take a look at that and Joe I have all the confidence in the world that you could see this through, and I hope you have lacked to see this through.

62

00:10:07.110 --> 00:10:16.380

Cooper City Hall: it's your decision it's going to be a hard road, but I hope you you stay long enough and commit to seeing this through, thank you, thank you.

63

00:10:18.120 --> 00:10:21.540

Cooper City Hall: Have any comments on that, let me get.

64

00:10:22.890 --> 00:10:24.300

Cooper City Hall: commissioned nothing.

65

00:10:26.700 --> 00:10:31.740

Cooper City Hall: I was going to save my comments, but let me just pile on.

66

00:10:33.330 --> 00:10:46.350

Cooper City Hall: And that is our former city manager fail to enforce the bso contract, to the extent, where he permitted in the Sheriff is also permitting that.

67

00:10:47.280 --> 00:11:01.350

Cooper City Hall: The firefighters ride on equipment that is antiquated that is beyond the expiration date of the equipment that even as reserve equipment it shouldn't be used.

68

00:11:02.070 --> 00:11:15.390

Cooper City Hall: It should be sent to a third world country to be used, and yet the Union that comes in here and demands everything every day allows it the administration allows it.

69

00:11:17.370 --> 00:11:21.570

Cooper City Hall: Except this Commission cares about them.

70

00:11:22.620 --> 00:11:31.530

Cooper City Hall: And regardless of politics we're going to do what's right by them, but more importantly, for the residents.

71

00:11:32.910 --> 00:11:35.160

Cooper City Hall: Because I don't want us going to a call.

72

00:11:36.510 --> 00:11:46.650

Cooper City Hall: and saying up the trucks out again up it's out the engines, no good don't need that we need equipment, we could depend on.

73

00:11:47.250 --> 00:12:01.410

Cooper City Hall: Not borrowed equipment not reserve equipment, but equipment that they should have under the form of contract aid for on behalf of Cooper city and they fail to do it, so they breach the contract and we allowed it.

74

00:12:04.500 --> 00:12:05.550

Cooper City Hall: Having said that.

75

00:12:06.720 --> 00:12:21.960

Cooper City Hall: I don't know if marcia has sent out the invite to my fellow Commissioners is yet, but I can tell you that weeks ago in fact before Commissioner router put his agenda item on for this evening.

76

00:12:23.340 --> 00:12:32.520

Cooper City Hall: I had spoken to a few of the contract cities and i'm getting the same comments from them, as we are feeling on this Commission.

77

00:12:33.570 --> 00:12:34.230

Cooper City Hall: and

78

00:12:37.380 --> 00:12:37.710

Cooper City Hall: yeah.

79

00:12:40.590 --> 00:12:42.270

Cooper City Hall: Show me how to silence my phone Thank you.

80

00:12:44.490 --> 00:12:45.060

Cooper City Hall: and

81

00:12:48.000 --> 00:12:48.900

Cooper City Hall: The.

82

00:12:50.790 --> 00:12:52.950

Cooper City Hall: which I can't believe has not been done yet.

83

00:12:54.450 --> 00:12:57.060

Cooper City Hall: The 13 contract cities never got together.

84

00:12:58.290 --> 00:12:58.770

Cooper City Hall: Why not.

85

00:12:59.880 --> 00:13:19.860

Cooper City Hall: So I invited 13 contract cities to Cooper city because they're experiencing the same problems, and the same tactics, I know the Sheriff is upset at me using that term but it's true and I have the evidence the same bullying tactics on them, as he did on us.

86

00:13:21.210 --> 00:13:31.470

Cooper City Hall: And that's not to be tolerated what won't be tolerated is when we asked for items as we had in the past, prior to the contract being signed we weren't getting anywhere.

87

00:13:32.010 --> 00:13:47.760

Cooper City Hall: After the contract oh here's everything well I think you've heard me say before trust, but verify and I will continue to do that on behalf of the residence and I will do it in unity, because what's bothering us is bothering all 13.

88

00:13:49.140 --> 00:13:56.100

Cooper City Hall: Plus we have howling Dale who only has fire and that apparently be so wants to raise a million dollars.

89

00:13:58.530 --> 00:14:11.130

Cooper City Hall: We need to sit and discuss now I don't say this behind the shirts back I say it to his face, because on my invite ICC him.

90

00:14:12.420 --> 00:14:18.900

Cooper City Hall: gave me a scathing response you could read it for what it is, but what's more important is what's not in it.

91

00:14:20.550 --> 00:14:38.640

Cooper City Hall: And what was not in it with other in other questions and queries that I had that he refuses to address one of them being true up terrible two words to share, but not to the county because I invited the county Commission as well, and our mayor who's a Cooper city resident.

92

00:14:39.780 --> 00:14:46.740

Cooper City Hall: Because they should know what's going on with the Sheriff they should know what problems, the cities are having with their contracts with the Sheriff.

93

00:14:47.820 --> 00:14:50.640

Cooper City Hall: they're a part of it, they fund the Sheriff.

94

00:14:51.690 --> 00:14:57.120

Cooper City Hall: I say that tongue in cheek we fund the Sheriff, but the Commission actually gives him the money.

95

00:14:58.620 --> 00:15:03.030

Cooper City Hall: So I would like to do it on a collaborative basis.

96

00:15:04.140 --> 00:15:07.470

Cooper City Hall: A cooperative basis through communication.

97

00:15:09.810 --> 00:15:10.800

Cooper City Hall: That was my plan.

98

00:15:12.420 --> 00:15:23.310

Cooper City Hall: And then, because sunshine does not allow me to talk to my fellow Commissioners, my fellow Commissioners router puts it on tonight's docket agenda.

99

00:15:25.020 --> 00:15:27.120

Cooper City Hall: And I think it's listed as.

100

00:15:30.450 --> 00:15:36.990

Cooper City Hall: Discussion on terminating the city's contract with bso and reestablishing the Cooper city police and fire departments.

101

00:15:39.540 --> 00:15:41.760

Cooper City Hall: Well, I can only say this much.

102

00:15:42.780 --> 00:15:54.690

Cooper City Hall: that we will do that, I would prefer candidly that we hold off until July 14, that is when the contract cities will be meeting.

103

00:15:56.460 --> 00:16:00.570

Cooper City Hall: It is no public meeting, I do believe the Sheriff will be here.



104

00:16:01.860 --> 00:16:20.250

Cooper City Hall: But it is a meeting for the 13 cities to sit and talk sheriff can certainly listen he can certainly address items, but I suspect to want to go back investigate get his ducks lined up in a row, and then have another meeting after he hears what we have to say it is not meant to antagonize.

105

00:16:21.360 --> 00:16:31.650

Cooper City Hall: It is honestly meant to incentivize better communication, because in two years, he visited us twice one for commendation.

106

00:16:32.670 --> 00:16:35.190

Cooper City Hall: and one that he reached out to me.

107

00:16:37.410 --> 00:16:38.340

Cooper City Hall: In two years.

108

00:16:39.990 --> 00:16:40.620

Cooper City Hall: Insufficient.

109

00:16:43.560 --> 00:16:46.020

Cooper City Hall: You only get things done through communication.

110

00:16:48.210 --> 00:16:53.190

Cooper City Hall: Now I have 13 other cities willing and wanting to communicate.

111

00:16:55.140 --> 00:17:13.800

Cooper City Hall: I would hope that the tenor of that meeting is constructive because i'm gonna want to do struct anything but we're faced with a situation where at least one Member right now feels that the right way to move in the direction of termination.

112

00:17:15.480 --> 00:17:25.980

Cooper City Hall: i'm saying when we reach that we'll talk about it and see what leverage, it would take for me, as opposed to what leverage I would have if we wait.

113

00:17:28.350 --> 00:17:30.270

Cooper City Hall: Having said that, and what else want to respond.

114

00:17:35.010 --> 00:17:42.810

Cooper City Hall: Commission shorter, I would, I think, maybe we should move the item up that's fine too, I have no problem Jeff you have problem Max you have a problem.

115

00:17:44.760 --> 00:17:45.960

Cooper City Hall: hearing nothing our.

116

00:17:48.690 --> 00:17:51.390

Cooper City Hall: It sounds terrific Max, by the way, thank you staying home.

117

00:17:54.930 --> 00:18:09.540

Cooper City Hall: You will move we'll move it up literally before the consent agenda and we'll hold off on doing the actually i'd like to do the presentation first of the yarn and the month, but the presentation from Barry done.

118

00:18:11.490 --> 00:18:12.390

Cooper City Hall: I think we can.

119

00:18:14.610 --> 00:18:22.860

Cooper City Hall: get into it twice yeah no I agree okay let's because I know I think you're a month is here.

120

00:18:24.720 --> 00:18:31.770

Cooper City Hall: No, I have no one else speaking, except for Mr gross who's coming up to and then it's paper.

121

00:18:34.590 --> 00:18:39.690

Cooper City Hall: Do you want to speak on the issue, and so we do you order the month and then keep it and then.

122

00:18:40.740 --> 00:18:41.100

Cooper City Hall: Thank you.

123

00:18:47.160 --> 00:18:58.380

Cooper City Hall: I think Andrew grows 5010 regions yas way Cooper city, I think this might be a good time to talk about bringing back the public safety committee that we just sunset it, thank you, thank you.

124

00:18:59.460 --> 00:19:03.840

Cooper City Hall: anyone else was going to speak here in City Hall or anyone on.

125

00:19:05.400 --> 00:19:09.870

Cooper City Hall: No one on virtual let's go down to the podium and present the organ money.

126

00:19:37.290 --> 00:19:45.030

Cooper City Hall: Tonight i'm going to be presenting the yard, of the month, on behalf of Commissioner Maxwell Cheney who is.

127

00:19:46.140 --> 00:19:50.250

Cooper City Hall: attending tonight virtually it when the right thing.

128

00:19:51.480 --> 00:20:03.540

Cooper City Hall: Thank you very much and tonight we have Mr George ruins and like Okay, and we need to congratulate him because we're pleased to announce that the order of the month July.

129

00:20:03.990 --> 00:20:13.350

Cooper City Hall: is given to Mr and Mrs Georgia Margarita ruins and the key criteria includes manicure yard beautification originality and creativity.

130

00:20:13.800 --> 00:20:18.120

Cooper City Hall: The upkeep of the yard, which you can not see on that screen, you can.

131

00:20:19.110 --> 00:20:27.540

Cooper City Hall: The upkeep of the art can reflect the efforts of the residents themselves or that of a professional landscape, or a groundskeeper, but I believe you do all your own correct.

132

00:20:28.530 --> 00:20:38.460

Cooper City Hall: And i'll give you an opportunity to tell us the recipe, if you will have a green thumb, so I do appreciate you coming, and I do have a certificate of completion.

133

00:20:41.010 --> 00:20:50.760

Cooper City Hall: on behalf of the Commission it's yard, of the month July 2021 quarter to Georgia Margarita row as, thank you for keeping Cooper city someplace special and we also.

134

00:20:55.230 --> 00:21:00.570

Cooper City Hall: Have the yard sign with real asset you proudly display and please say a few words.

135

00:21:02.310 --> 00:21:14.130

Cooper City Hall: Well, thank you very much i've been living here since 1974 so i'm a long time, and the recipe for this yard, is my wife.

136

00:21:16.770 --> 00:21:19.170

Cooper City Hall: She has the green thumb I just have the back.

137

00:21:21.000 --> 00:21:33.390

Cooper City Hall: we've been keeping it up since 1974 and it's grown mature changed, as well as Cooper city has grown mature and changed, and I thank you very much.

138

00:21:39.630 --> 00:21:40.110

Cooper City Hall: moto.

139

00:21:41.460 --> 00:21:43.560

Cooper City Hall: X, we want you to smile for the photo place.

140

00:21:45.690 --> 00:21:48.270

Commissioner Pulcini: Thank you, Mr may Thank you Mr Lewis.

141

00:21:58.740 --> 00:21:59.040

Thank you.

142

00:22:31.980 --> 00:22:33.030

Cooper City Hall: Item number.

143

00:22:35.040 --> 00:22:50.820

Cooper City Hall: Nine discussion on terminating cities contract with fear zone read stashing city police and fire departments are missing a stronger, yes, thank you mayor, I put this item on unbeknownst to me that you had your separate thing going on with.

144

00:22:52.230 --> 00:23:08.250

Cooper City Hall: The requesting the mayors of the other contract cities to get together for a couple reasons to to them big issue reasons for one after we spent significant time going back and forth over costs and.

145

00:23:09.480 --> 00:23:10.200

Cooper City Hall: and

146

00:23:11.340 --> 00:23:18.000

Cooper City Hall: hammering out a contract that I think wasn't too favorable we were somewhat under the gun, because the Sheriff.

147

00:23:18.810 --> 00:23:29.010

Cooper City Hall: said, if we didn't resign, it was going to remove services from the city and this year when it came time to send us over the budget vso requested.

148

00:23:29.580 --> 00:23:39.690

Cooper City Hall: nearly a million dollar increase again, and this is on the heels of us just being forced to take on millions of dollars in pension liabilities.

149

00:23:40.230 --> 00:23:46.440

Cooper City Hall: which, in my opinion, are the sheriff's pension liabilities and so that the general public knows, there were people.

150

00:23:47.190 --> 00:23:59.220

Cooper City Hall: That work within the sheriff's office that used to be Cooper city employees that we pay their pension right now, even though they're not serving our city and the sheriff's office saves because they're not.

151

00:24:00.240 --> 00:24:04.920

Cooper City Hall: paying attention and frs so we're effectively subsidizing.

152

00:24:06.510 --> 00:24:25.890

Cooper City Hall: sheriff's employees outside of the city, so we took on millions of dollars in pension obligations we have a pending lawsuit over the interim year and we also took on millions of dollars in capital obligations to replace the fire equipment.

153

00:24:27.600 --> 00:24:36.390

Cooper City Hall: And after we spent all this time hammering each line item we get a you know request to increase it.

154

00:24:37.320 --> 00:25:00.090

Cooper City Hall: nearly a million dollars some a line items were over the contractual amount and, in addition to that, I just feel like we've lost a lot of control over our public safety and, in my opinion that's our number one function as a municipality is a public safety of our residents so.

155



00:25:01.110 --> 00:25:09.780

Cooper City Hall: I put the site a mom because I feel like our relationship has come to a point where we've hit we've hit a wall.

156

00:25:10.440 --> 00:25:17.280

Cooper City Hall: I think the world would be so I think it's a phenomenal agency, if you go to their website you click on the command staff, they have.

157

00:25:17.790 --> 00:25:29.310

Cooper City Hall: About 16 people on there, and I could say nine to 10 of them, I have great relationships with the colonel in charge of law enforcement David Holmes phenomenal gentlemen.

158

00:25:30.630 --> 00:25:39.210

Cooper City Hall: I got you know the pleasure of meeting him and developing a professional relationship with him over the two plus years of contract negotiations.

159

00:25:40.050 --> 00:25:48.750

Cooper City Hall: You have Colonel Oscar arena, he came out to are really for LIFE I think he's phenomenal everyone knows Colonel john hale because he was our district chief.

160

00:25:49.590 --> 00:26:01.080

Cooper City Hall: For a long time there's there's Colonel Steve robson he runs training he's a trooper city resident his family was the family, I gave that COPs proclamation to the only only proclamation of ever given.

161

00:26:02.400 --> 00:26:15.960

Cooper City Hall: Yet major amy Russo used to be here, I just got to meet major granville because he recently got transferred to the south end, but you have the fire chief Greg homeless.

162

00:26:16.740 --> 00:26:28.500

Cooper City Hall: And then the general counsel Terrence lens you've known terrance lunch sleep So these are these are really I think all professional people and I and in i've worked with them, I don't want to forget.

163

00:26:29.040 --> 00:26:36.720

Cooper City Hall: lieutenant Colonel McCoy and i've worked with them in different respects and I really do respect them, but I think this isn't to me.

164

00:26:37.320 --> 00:26:46.950

Cooper City Hall: it's not a it's not a personality situation I just don't want to feel like a burden, I understand these folks wake up every day with broward county on their mind and that's their focus.

165

00:26:47.610 --> 00:27:01.590

Cooper City Hall: And I respect that, but I wake up every day with Cooper city on my mind, and so, when those two paths intersect it's it makes for a great partnership, but when they diverge that's where I have to advocate for my city.

166

00:27:02.700 --> 00:27:13.350

Cooper City Hall: And unfortunately I just feel like we're at a point where whether we're wrong or not, or whether i'm wrong, I think we could deliver better service to our residents.

167

00:27:14.550 --> 00:27:28.980

Cooper City Hall: And I understand why the Sheriff has made certain decisions to I don't want to say regional eyes, but somewhat regional eyes there's they have a neighborhood supporting now, if you look on there, the region five is the south, one in our person is Mohammed.

168

00:27:30.210 --> 00:27:43.530

Cooper City Hall: zeta i've never met them, you know you go on a website he's the neighborhood support team for group your city and i'm i'm pretty involved in what goes on i'm at the you know the captain will tell you, you know I know what's going on in the ground.

169

00:27:44.820 --> 00:27:53.100

Cooper City Hall: Our district chiefs are phenomenal they are phenomenal but, unfortunately, the way the sheriff's office is structured and it's not a fault of their own.

170

00:27:53.550 --> 00:28:04.410

Cooper City Hall: But our districts chiefs are limited, on their control and their ability and understandably it's a large organization, so I just feel like we've we've gotten to a point where.

171

00:28:05.550 --> 00:28:23.460

Cooper City Hall: Whether it's Union negotiations that we're not a part of, and I understand you can't have everyone a part of them or organizational things that go on, you know we just don't have enough say in the service that's provided to our residents.

172

00:28:24.870 --> 00:28:33.780

Cooper City Hall: And with the increasing cost every year it's not sustainable, so it's it's would make it a little more palatable for me.

173

00:28:34.890 --> 00:28:39.510

Cooper City Hall: If we had a lot of say what goes on, but we just don't.

174

00:28:41.850 --> 00:28:50.280

Cooper City Hall: policing is very difficult, these days, it's not as easy as it used to be and I don't envy the Sheriff or the position he's in and the difficult.

175

00:28:50.850 --> 00:29:00.990

Cooper City Hall: environment, it is for police officers, but those may not be the same issues we have in our city, and you know I look and see about all these different.

176

00:29:03.150 --> 00:29:07.980

Cooper City Hall: New committees and things that the Sheriff is has put out there and I understand that, but.

177

00:29:09.030 --> 00:29:16.890

Cooper City Hall: nobody's come to the contract cities and say hey do you guys collectively get an appointment or what's important to your city and.

178

00:29:17.820 --> 00:29:31.770

Cooper City Hall: And I understand that the district chiefs they try to do it, to the extent that they can, but they just structurally don't have the say or the power and like I said, I think the world of our of our chiefs.

179

00:29:33.180 --> 00:29:39.750

Cooper City Hall: Even the Union Presidents both the fire and police, I have a great relationship with both and and i've relate to them my concerns.

180

00:29:40.290 --> 00:29:48.990

Cooper City Hall: And although they may not agree with them, I think they understand where i'm coming from so this isn't about a personality thing i'm not even gonna say it's Greg Tony because.

181

00:29:50.760 --> 00:29:54.090

Cooper City Hall: You know it started it started way before that.

182

00:29:55.230 --> 00:30:11.640

Cooper City Hall: When we went to be a so in 2410 Jenny vs his focus was contract cities, and so what they did was they tried to curtail the service as close as they could to the needs of that community.

183

00:30:12.720 --> 00:30:21.210

Cooper City Hall: And undersheriff Jenny they were able to take something very hard, a large organization and make you feel like you were part of a small organization.

184

00:30:21.540 --> 00:30:29.280

Cooper City Hall: And if anybody remembers selfish ranch is one of their deputies to drive the wrangler so they had to rain goes and and and you have these different things.

185

00:30:30.330 --> 00:30:39.570

Cooper City Hall: And as we get on to each sheriff after them, for whatever reason, maybe it's a change in law enforcement, but that's kind of the focus has faded we.

186

00:30:40.080 --> 00:30:48.810

Cooper City Hall: We don't don't call chiefs the mother called captains and and we don't have say over a lot of things and i've expressed concerns to the both the fire chief and the Union.

187

00:30:49.410 --> 00:30:57.360

Cooper City Hall: President that we we don't have a sailor who drives the fire truck our district chief that has no say over who drives the fire truck.

188

00:30:58.410 --> 00:31:06.810

Cooper City Hall: That is built out and it could change now I understand there's a need, because you don't want you know you know unqualified people being.

189

00:31:07.200 --> 00:31:15.690

Cooper City Hall: Put in positions because they know somebody but there also has to be balanced with the city on our prior contract, we had a contractual term gave us some say.

190

00:31:16.620 --> 00:31:34.110

Cooper City Hall: They gave the Sheriff and city manager bilateral control, and I think we only use that control a couple times in 15 years but now into the new one, they can be transferred in and out and so community policing is about building relationships.

191

00:31:35.250 --> 00:31:36.150

Cooper City Hall: How could we.

192

00:31:38.040 --> 00:31:41.790

Cooper City Hall: Have community policing with zero say in our staff.

193

00:31:42.960 --> 00:31:48.420

Cooper City Hall: Not even iota of, say, under our first contract, there was a there was a cap on transfers.

194

00:31:49.680 --> 00:31:58.350

Cooper City Hall: Under the new contract, it has some language in there about continuity, but it really doesn't mean anything, because we have no say they can transfer somebody in and out.

195

00:31:59.370 --> 00:32:07.980

Cooper City Hall: And so i'm the latest thing and we had some people in voluntarily transfer, I called and spoke to Colonel homes and.

196

00:32:08.670 --> 00:32:21.540

Cooper City Hall: You know it very professionally and respectfully told me, you know they had to do you know be so had to do with it to do, but I thought they transferred people out of our city, without even contacting our district chief.

197

00:32:23.430 --> 00:32:30.870

Cooper City Hall: And that's okay it's your prerogative, but that just shows me, the focus is no longer the contract cities and I don't fault me as a fan.

198

00:32:32.220 --> 00:32:43.080

Cooper City Hall: So it's one thing, the cost, because this is 70 over 70% of our budget, but the other thing is, we have no say over our Barclays so.

199

00:32:44.160 --> 00:32:46.230

Cooper City Hall: that's really where it takes.

200

00:32:48.060 --> 00:32:53.100

Cooper City Hall: You know you have to take a deep breath and no one in to move on, and I think the sheriff's office.

201

00:32:54.060 --> 00:33:01.410

Cooper City Hall: would respect the fact we have to do what's best for our Community, and I hope that they will you know it's The world is conditioned to the sheriff's officer to help us.

202

00:33:02.220 --> 00:33:09.870

Cooper City Hall: There was a point in time when Alan Bertie as a major was lent over to Hollywood to be the interim chief so there was a point in time in the history of the bar sheriff's office where.

203

00:33:10.440 --> 00:33:19.680

Cooper City Hall: They would step in and help, and I hope that if that's the wills Commission that the Sheriff will step in and help us bridge that we might have some disagreements.



204

00:33:21.090 --> 00:33:31.590

Cooper City Hall: But that's that's where i'm at today and, and you know I hope i'm not wrong, but I truly believe it's right now with everything that's going on.

205

00:33:32.760 --> 00:33:38.520

Cooper City Hall: it's not it's not a it's not aligning with us, I don't want to call him, be a burden.

206

00:33:39.510 --> 00:33:45.600

Cooper City Hall: You know, I have a great relationship with with the budget director definitely but how many times, can you call and ask about line items and.

207

00:33:46.260 --> 00:33:59.730

Cooper City Hall: You know, so you get to that point where I think it's it's time at least that's where i'm at so it's just not an anger thing I like to share so I love the sheriff's office things a great organization and I really hope that if.

208

00:34:01.050 --> 00:34:11.040

Cooper City Hall: You know my colleagues support me in this that be so we'll also supports there's still our sheriff is still our sheriff's office and we're going to need them, and you know for wrong.

209

00:34:12.060 --> 00:34:18.450

Cooper City Hall: Then i'm sure it will take us back because I share for our county Cooper shitty still bear counting.

210

00:34:19.500 --> 00:34:26.580

Cooper City Hall: But I think it's time to to to move on, and I think our Community, please needs.

211

00:34:27.690 --> 00:34:28.050

Cooper City Hall: Have.

212

00:34:30.510 --> 00:34:32.490

Cooper City Hall: Unfortunately misaligned with.

213

00:34:33.720 --> 00:34:39.150

Cooper City Hall: The sheriff's office needs and at this point in time that's what I i'd like to do.

214

00:34:40.440 --> 00:34:40.860

Cooper City Hall: Thank you.

215

00:34:42.120 --> 00:34:42.690

Cooper City Hall: Thank you, Melissa.

216

00:34:44.550 --> 00:34:45.390

Cooper City Hall: Thanks mayor Ross.

217

00:34:48.570 --> 00:34:56.250

Cooper City Hall: Look, we were I was the five of us were elected by you, the residents to be custodians of your trust in your money.

218

00:34:58.560 --> 00:35:05.400

Cooper City Hall: there's no way that any of us would jeopardize the quality of service that you're receiving through public safety in Cooper city.

219

00:35:06.780 --> 00:35:13.890

Cooper City Hall: But, as Commissioner shradha and the mayor alluded to, there may be a better way where we can continue that level of service and.

220

00:35:15.630 --> 00:35:24.300

Cooper City Hall: save a few bucks in the process, but more importantly, have control over our own destiny, because we don't right now, for the reasons that Commissioners router alluded to earlier.

221

00:35:29.160 --> 00:35:41.760

Cooper City Hall: i'm very intimately involved with our budget process I know the numbers, I see the escalating costs, we have every year I just received, as we all did the letter of consideration for.

222

00:35:44.010 --> 00:35:50.730

Cooper City Hall: it's not sustainable it's not sustainable and little Cooper city, we are just about built out, we have very little.

223

00:35:52.410 --> 00:35:54.870

Cooper City Hall: Commercial development Cooper city.

224

00:35:56.400 --> 00:36:00.090

Cooper City Hall: For residential community and moving forward.

225

00:36:02.850 --> 00:36:13.440

Cooper City Hall: These increases are going to fall on the backs of everybody that's sitting out here, and everybody that's listening tonight the 36,000 residents in Cooper city now That being said, the gentleman in the back there Catherine Giovanni.

226

00:36:14.700 --> 00:36:19.260

Cooper City Hall: I think you and your staff your your men and women on the ground you're doing a tremendous job.

227

00:36:20.010 --> 00:36:33.270

Cooper City Hall: I call the gentleman on the phone not very often, but when I do it's almost like he picks up the phone he knows what i'm calling about he anticipates what i'm going to ask him very involved very structured and for that i'm very thankful.

228

00:36:34.830 --> 00:36:44.610

Cooper City Hall: And I spoke with the Sheriff earlier today, and he has been in this business a long time, and he truly believes that it may be cost prohibitive for us to.

229

00:36:46.680 --> 00:36:59.220

Cooper City Hall: Take on another option, but as your representative, I feel it's imperative that we take a look and i'm going to support giving that gentleman over there, there are city manager.

230

00:37:00.270 --> 00:37:16.620

Cooper City Hall: I will support giving him direction to start looking at other options for our public safety, may come back and it may be cost prohibitive may come back and it may jeopardize the level of service and that's Okay, too, but it's like with any other contract that we have the the for sanitation.

231

00:37:18.660 --> 00:37:30.570

Cooper City Hall: There, be it for bid for anything we have to look at our options it's just it's a it's a point in time we're at a critical juncture right now and it's something that that I believe needs to be done, thank you very much thank you, Commission agree.

232

00:37:34.440 --> 00:37:35.220

Cooper City Hall: Thank you mayor.

233

00:37:36.690 --> 00:37:37.230

Cooper City Hall: and

234

00:37:40.830 --> 00:37:43.710

Cooper City Hall: I respectfully disagree with my colleagues up here.

235

00:37:44.730 --> 00:37:49.530

Cooper City Hall: I don't I do not feel that way with regards to be so.

236

00:37:50.550 --> 00:37:52.380

Cooper City Hall: As the longest sitting.

237

00:37:53.580 --> 00:37:55.140

Cooper City Hall: Member on this Commission.

238

00:37:58.290 --> 00:38:08.640

Cooper City Hall: I can tell you that there have been times not here in in this district, but there has been times when I have been frustrated with.

239

00:38:09.300 --> 00:38:20.070

Cooper City Hall: Some of the things that have gone on, and I know that one of our residents said that during israel's tenure, the city didn't have a problem with bs so I respectfully disagree with that.

240

00:38:21.780 --> 00:38:22.920

Cooper City Hall: As a matter of fact.

241

00:38:24.090 --> 00:38:27.780

Cooper City Hall: The some of the challenges that we had with.

242

00:38:29.220 --> 00:38:34.680

Cooper City Hall: The current administration we had those same challenges with the prior administration.

243

00:38:37.290 --> 00:38:42.690

Cooper City Hall: My colleagues wants you to believe that it was all the former city managers.

244

00:38:43.860 --> 00:38:44.700

Cooper City Hall: ineptitude.

245

00:38:46.650 --> 00:39:00.150

Cooper City Hall: His the reason why we weren't successful in obtaining those documents fell on him and I disagree with that, while he had his challenges.

246

00:39:01.650 --> 00:39:08.280

Cooper City Hall: He was presented with the same challenges that the current city managers had with regards to trying to get.

247

00:39:10.320 --> 00:39:12.720

Cooper City Hall: information from bsI.

248

00:39:14.370 --> 00:39:15.660

Cooper City Hall: With that being said.

249

00:39:19.320 --> 00:39:19.890

Cooper City Hall: I up.

250

00:39:21.210 --> 00:39:25.590

Cooper City Hall: i'm the eternal optimist always believe that.

251

00:39:26.910 --> 00:39:30.030

Cooper City Hall: You you continue to work out.

252

00:39:31.740 --> 00:39:38.190

Cooper City Hall: The challenges that you have if you truly believe, if we truly believe, and I truly believe that.

253

00:39:39.390 --> 00:39:54.060

Cooper City Hall: bso has been a phenomenal partner with this city i'll be honest with you when I was a resident when I wasn't up here when we had talked about the transition from our local.

254

00:39:55.140 --> 00:39:58.320

Cooper City Hall: community policing to be so.

255

00:39:59.370 --> 00:40:09.060

Cooper City Hall: I was adamantly opposed to that because I like the hometown feel of having your own police department, I was naive, though.

256

00:40:11.160 --> 00:40:17.310



Cooper City Hall: And not knowing that along with having your own police force comes challenges.

257

00:40:18.510 --> 00:40:19.800

Cooper City Hall: The costs go up.

258

00:40:21.420 --> 00:40:25.890

Cooper City Hall: People want the opportunity to have an upward mobility and to get.

259

00:40:27.870 --> 00:40:35.100

Cooper City Hall: promoted and you don't have those towns you don't have those opportunities in a small town police force.

260

00:40:35.820 --> 00:40:47.550

Cooper City Hall: And let's not talk about the cost the cost the whole purpose This, I believe the sole purpose behind the former Commission that made the decision to transition from.

261

00:40:48.300 --> 00:41:02.010

Cooper City Hall: The City of Cooper city to be so for police and fire was exactly the costs, the costs were going up and be so presented an opportunity for us to save.

262

00:41:03.060 --> 00:41:19.770

Cooper City Hall: Money for the residents, if we had stayed with our if we had stayed with the police and fire our own folks if you believe that those costs would not have gone would not have continued to go up, I believe that we're sadly mistaken those costs would have gone up.

263

00:41:22.230 --> 00:41:25.920

Cooper City Hall: let's bring it to where we are right now.

264

00:41:29.280 --> 00:41:30.630

Cooper City Hall: We just signed.

265

00:41:33.900 --> 00:41:40.590

Cooper City Hall: The contract to renegotiate with bsl so we have we have a contract with them.

266

00:41:41.760 --> 00:41:42.450

Cooper City Hall: and

267

00:41:44.250 --> 00:41:51.630

Cooper City Hall: While it's not perfect, I don't believe anything in life is perfect, while it continues to be.

268

00:41:53.280 --> 00:42:11.580

Cooper City Hall: A challenge, not with our folks here in Cooper city, but with the administration, I believe that we have a responsibility to our residents to to work those challenges out to do everything that we can.

269

00:42:13.170 --> 00:42:19.800

Cooper City Hall: To make this the best possible relationship that we can for our residents.

270

00:42:21.300 --> 00:42:24.600

Cooper City Hall: Prior to the public safety advisory board being sunset it.

271

00:42:25.920 --> 00:42:26.310

Cooper City Hall: That.

272

00:42:27.870 --> 00:42:44.640

Cooper City Hall: That Advisory Board was in place to look at what it would be what it would take if this city were to go back and start its own police and fire department and what came out of that.

273

00:42:46.290 --> 00:42:53.550

Cooper City Hall: What came out of that those meetings with our Members with our residents.

274

00:42:54.720 --> 00:43:08.580

Cooper City Hall: They said we can't afford to start our own police department, we cannot afford to go back and start all over again that's what came out of that public safety Advisory Board, to my knowledge.

275

00:43:10.080 --> 00:43:14.670

Cooper City Hall: And so we're sitting here and we're having conversations about going back.

276

00:43:16.020 --> 00:43:16.680

Cooper City Hall: folks.

277

00:43:17.760 --> 00:43:24.720

Cooper City Hall: And I know my colleagues have alluded to where we are in terms of our society in terms of.

278

00:43:27.540 --> 00:43:28.230

Cooper City Hall: Police.

279

00:43:30.840 --> 00:43:35.280

Cooper City Hall: being viewed in the minds of some folks is not an Honorable profession.

280

00:43:37.440 --> 00:43:40.500

Cooper City Hall: We have people in our society that are looking to.

281

00:43:42.150 --> 00:43:45.300

Cooper City Hall: defunding the police, we have folks.

282

00:43:46.410 --> 00:43:48.720

Cooper City Hall: That just.

283

00:43:49.830 --> 00:43:57.000

Cooper City Hall: At times it seems like they hold our law enforcement folks and contempt in and it's appalling to see.

284

00:43:58.320 --> 00:44:05.070

Cooper City Hall: The folks that that risk there put it on their lack of put it on the line every single day.

285

00:44:06.480 --> 00:44:08.880

Cooper City Hall: We need to honor them and we need to commend them.

286

00:44:10.110 --> 00:44:22.500

Cooper City Hall: I say that because a number of our law enforcement professionals, not just here in the state of Florida, but around the nation, there are not folks wanting to go into law enforcement.

287

00:44:23.790 --> 00:44:32.700

Cooper City Hall: People don't want to go don't want to become a police officer, I was in Washington DC yesterday and I got back this afternoon.

288

00:44:33.540 --> 00:44:39.630

Cooper City Hall: and part of the conversation that we were having up there was the fact that there are so many.

289

00:44:40.080 --> 00:44:55.860

Cooper City Hall: of our law enforcement officers around the nation that are retiring and not a whole lot of folks are wanting to come into this profession and the number one reason that they give is because they are afraid to do their job.

290

00:44:58.590 --> 00:44:59.370

Cooper City Hall: And so.

291

00:45:00.480 --> 00:45:02.760

Cooper City Hall: I want to just talk to my colleagues.

292

00:45:04.230 --> 00:45:13.920

Cooper City Hall: You, you say that we would do better by going back and having our own police department well some of the questions that I have with.

293

00:45:15.210 --> 00:45:16.710

Cooper City Hall: Who you're going to hire.

294

00:45:17.730 --> 00:45:28.560

Cooper City Hall: If we know that folks are not wanting to go back into law enforcement, people are reluctant because people don't want to have the pressure of if they do their job and if they make a mistake.

295

00:45:30.030 --> 00:45:33.630

Cooper City Hall: they're going, they can they get their career can be over.

296

00:45:34.920 --> 00:45:36.000

Cooper City Hall: and worse than that.

297

00:45:37.830 --> 00:45:55.590

Cooper City Hall: we're going to have to if we're going to stand up our own police we're going to have to have more administer more folks in this city that's going to have to manage the police and the fire contracts, we don't have enough employees to manage what we've got going on now.

298

00:45:57.330 --> 00:46:17.280

Cooper City Hall: Our finance Director has has set up here and has told us time and time again that she needs support that she needs additional bodies to help manage all of the challenges and she just got here all of the challenges that she has been faced with, and this Commission has not.

299

00:46:18.480 --> 00:46:23.700

Cooper City Hall: heard her cry and I use her as an example because.

300

00:46:25.080 --> 00:46:26.250

Cooper City Hall: I know that.

301

00:46:29.400 --> 00:46:30.150

Cooper City Hall: All of the.

302

00:46:31.980 --> 00:46:41.730

Cooper City Hall: All of the responsibilities and all of the tasks that have been given to her by this Commission, it takes her away from some of the other work that she has to do.

303

00:46:42.390 --> 00:46:48.420

Cooper City Hall: So now we want to now we want to talk about well, we need to go back and we need to have our own.

304

00:46:49.050 --> 00:46:56.940

Cooper City Hall: Police and fire well, you need to have administrative personnel that's going to be able to manage that it won't be done by the current.

305

00:46:57.930 --> 00:47:09.330

Cooper City Hall: Personnel that we have because we're not getting it done with what we've got so if we're going to do that now we're going to have to talk about hiring more folks to manage.

306

00:47:11.370 --> 00:47:13.290

Cooper City Hall: A police force.

307

00:47:14.730 --> 00:47:32.460

Cooper City Hall: So now we're going to have to talk about hiring more procurement specialists hiring more fleet folks hiring a whole lot of different folks that that you need to effectively manage an entire Group of folks.

308

00:47:33.510 --> 00:47:45.240



Cooper City Hall: folks do you think that our costs are not going to go up if we do that you've said, I believe that those costs would go up, they will go up astronomically.

309

00:47:46.350 --> 00:47:59.910

Cooper City Hall: And again, the bet it will be on the backs of our residents, because, contrary to what we may be thinking, the the cost of doing business just in general is not going down it's going up.

310

00:48:00.510 --> 00:48:09.990

Cooper City Hall: Look at your folks look at your grocery bills have they gone up right look at your lights look at everything that's gone up and if we think that.

311

00:48:11.400 --> 00:48:21.600

Cooper City Hall: That the cost associated with having our own police and fire that those costs would not go up they absolutely would go up.

312

00:48:23.130 --> 00:48:25.380

Cooper City Hall: I know that one of my colleagues talked about.

313

00:48:27.060 --> 00:48:41.460

Cooper City Hall: The great representation of the great relationship that he has with our Union REPS with our police and fire well if we started our own police and fire, it would just be a matter of time before they Unionized.

314

00:48:42.930 --> 00:48:47.310

Cooper City Hall: And before there will be challenges there.

315

00:48:49.050 --> 00:49:01.320

Cooper City Hall: we're already beginning to see that in this city, we currently have staff that have that have Unionized so now if we're talking about bringing on.

316

00:49:03.780 --> 00:49:15.330

Cooper City Hall: Police and fire we're talking about potentially bringing on additional Union REPS don't kid yourself folks it would it will happen and so.

317

00:49:17.070 --> 00:49:34.800

Cooper City Hall: When we when we talk about these things that we have to make sure that we are that we have considered and i'm not saying that you haven't, but we need to consider all of the things all of the challenges that go into the statements that we that we've made this far.

318

00:49:37.470 --> 00:49:38.400

Cooper City Hall: Thank you know.

319

00:49:40.800 --> 00:49:45.870

Cooper City Hall: The Mayor mayor Ross you had mentioned that in the two years that.

320

00:49:47.340 --> 00:49:49.590

Cooper City Hall: That you've seen the current.

321

00:49:52.770 --> 00:49:55.560

Cooper City Hall: Be so the Sheriff here twice.

322

00:49:57.000 --> 00:50:07.200

Cooper City Hall: In the 10 years that i've been up here I don't know if i've seen I think i've only seen sheriff Israel come in here once and it was contentious at best when he was here.

323

00:50:08.760 --> 00:50:17.700

Cooper City Hall: I know that he had attended a number of our founders day events, and I have no, I have the utmost respect for Mr Israel.

324

00:50:19.440 --> 00:50:28.530

Cooper City Hall: But we had our challenges with the fire, the former sheriff so challenges, challenges are there.

325

00:50:29.850 --> 00:50:33.780

Cooper City Hall: I would hope that this Commission.

326

00:50:36.510 --> 00:50:40.380

Cooper City Hall: And, based on what I heard this sounds like it's a foregone conclusion.

327

00:50:41.400 --> 00:50:41.790

Cooper City Hall: But.

328

00:50:42.840 --> 00:50:58.920

Cooper City Hall: I believe that we need to do all that we can to work out our differences with our with our with our our beliefs, our police and fire with bsl we've got to do that.

329

00:51:02.310 --> 00:51:11.070

Cooper City Hall: i've been married for 29 years, I can tell you that in 29 years my spouse and I we've had disagreements we've had challenges.

330

00:51:12.720 --> 00:51:17.220

Cooper City Hall: But in no way, shape or form, are we ever going to.

331

00:51:19.560 --> 00:51:39.300

Cooper City Hall: Separate because we know that the greater good, is for us to stay together and to stay committed to one another, not just for being committed to us, but for being committed to our children and for being committed to folks that that that CEOs that look up to us.

332

00:51:40.350 --> 00:52:00.450

Cooper City Hall: They see that we're willing to put the work in, and this, Commissioner, and I can only speak for myself this Commissioner desires to continue to put the work in and making the relationship between this city and be so the best that it possibly can be, knowing that.

333

00:52:01.800 --> 00:52:10.710

Cooper City Hall: There are challenges have I been frustrated i'll be honest i'll tell you the truth, folks I have and it's been two things that i've been very, very disappointed in.

334

00:52:12.390 --> 00:52:26.400

Cooper City Hall: But i'm not losing sight over the fact that I believe that we can work through that and we have an obligation and responsibility to work through that on behalf of our residents, before we start thinking about.

335

00:52:28.590 --> 00:52:30.720

Cooper City Hall: Doing away with what we have.

336

00:52:32.010 --> 00:52:41.610

Cooper City Hall: And everyone has said here to this Commission and said the folks in our in our city and our and our district they're absolutely phenomenal.

337

00:52:42.930 --> 00:52:54.420

Cooper City Hall: How about we give them an opportunity right to continue to stay here and to say to them hey look you've been a part of this this community, we need to do all that we can to keep you here.

338

00:52:54.750 --> 00:52:58.920

Cooper City Hall: so that you can continue to do the work that that has been going on.

339

00:52:59.850 --> 00:53:09.810

Cooper City Hall: And in our town and, by the way, the last 10 years that we've been up that i've been up here crime has consistently gone down as a result.

340

00:53:10.320 --> 00:53:22.980

Cooper City Hall: Of all of the work that has been put forth by our police officers, a photo from Commissioner, what Jamie Mr Mayor, with all due respect, you did not cut anybody off wrap it up.

341

00:53:24.360 --> 00:53:31.140

Cooper City Hall: wow and so when we talk about when we talk about being a bully.

342

00:53:31.680 --> 00:53:38.040

Cooper City Hall: i'm a Commissioner up here and i'm the longest serving Commissioner on this and you're the one who took the longest to speak i'm trying to be equal to everyone.

343

00:53:38.640 --> 00:53:50.850

Cooper City Hall: And so I don't know what equal is because you never you never stated that there was any time it's a wind is when we had the motion for the discussion, I informed, and I said that I was going to wait.

344

00:53:51.420 --> 00:54:02.040

Cooper City Hall: That we do is have a set time have four minutes okay i'm going to cut you off at a certain point where you've not negating you've repeated yourself it's all of us have pontificated up here.

345

00:54:04.290 --> 00:54:07.200

Cooper City Hall: I yield my time, Sir, thank you miserable Jamie.

346

00:54:08.580 --> 00:54:11.580

Commissioner Pulcini: hi i'm not difficult.

347

00:54:12.990 --> 00:54:17.070

Commissioner Pulcini: I agree with Commissioner green that were responsible to our residents.

348

00:54:18.540 --> 00:54:35.610

Commissioner Pulcini: I think there's two possible outcomes from proceeding with this one is that we go ahead with our own public safety and to that we stay with bso and we have a stronger relationship with beer so as a result.

349

00:54:36.630 --> 00:54:38.040

Commissioner Pulcini: So proceeding.

350

00:54:39.300 --> 00:54:50.340

Commissioner Pulcini: With looking at the possible choices that we have does not mean that we will necessarily get rid of your soul, it may mean that.

351

00:54:50.940 --> 00:54:57.000

Commissioner Pulcini: In the outcome, maybe that will end up with a stronger relationship with beer so.

352

00:54:57.570 --> 00:55:13.500

Commissioner Pulcini: I mean for sure we have the right people in place in the city, we have Captain the Giovanni, we have the fire chief we have great people, the best people, we could have the deputies on the ground of the fire personnel, we have the best people possible.

353

00:55:15.480 --> 00:55:20.130

Commissioner Pulcini: I don't think they have anything to worry about as long as we can reach.

354

00:55:21.960 --> 00:55:37.740

Commissioner Pulcini: An agreement that makes sense, and we have somebody that listens to us, and if the other cities have the same issues, this is systemic, this is not just us, this is an issue that has to be.

355

00:55:39.210 --> 00:55:56.130

Commissioner Pulcini: addressed countywide for all districts, so we may just end up with a with a stronger relationship and a better relationship with being soul, so I don't think I don't see I don't see it necessarily I don't see this as a negative necessarily for.

356

00:55:58.230 --> 00:56:01.770

Commissioner Pulcini: For our relationship, it may end up being a positive.

357

00:56:04.470 --> 00:56:08.460

Commissioner Pulcini: So i'm i'd remain optimistic that, by proceeding.

358

00:56:10.050 --> 00:56:17.160

Commissioner Pulcini: Yes, we may end up with our own police department and fire department, but we may also end up with a stronger relationship.

359



00:56:18.600 --> 00:56:27.690

Commissioner Pulcini: and be a so seeing and coming to the table with the other districts cities and changing the ways.

360

00:56:30.000 --> 00:56:30.360

Commissioner Pulcini: So.

361

00:56:32.250 --> 00:56:32.940

Cooper City Hall: i'm very good.

362

00:56:33.300 --> 00:56:34.080

I.

363

00:56:36.180 --> 00:56:43.650

Commissioner Pulcini: Think I think it's a it we all went to the residents to to uh to fight for every dollar.

364

00:56:44.670 --> 00:56:48.180

Cooper City Hall: mayor, can I comment on a few things yeah.

365

00:56:48.900 --> 00:56:49.380

Commissioner Pulcini: that's it.

366

00:56:50.280 --> 00:56:54.690

Cooper City Hall: Okay, thank you go ahead there's a few things I want to clarify.

367

00:56:56.640 --> 00:57:02.640

Cooper City Hall: When the public safety committee looked at the cost the matrix.

368

00:57:03.600 --> 00:57:14.190

Cooper City Hall: company, which was the consultant, we had hired they said it was going to be cheaper we weren't comfortable with their analysis, because they're there had been at least in my opinion, some some glowing errors.

369

00:57:15.090 --> 00:57:22.170

Cooper City Hall: But it didn't come out higher, but also at that time it wasn't set in stone that be so was going to shift back the pension costs.

370

00:57:22.740 --> 00:57:30.450

Cooper City Hall: And the capital, the fire truck so For those of you out out there, the the sheriff's office used to provide the vehicles and.

371

00:57:30.780 --> 00:57:41.250

Cooper City Hall: Basically, they put band aids on the equipment until they got to the new contract and they sit up now it's your your problem, so essentially they're just running a staffing.

372

00:57:41.910 --> 00:57:48.480

Cooper City Hall: You know equipment that they that we have to now by So those are fixed costs, you know, one of the biggest things in recreating it was.

373

00:57:48.870 --> 00:57:55.950

Cooper City Hall: Buying fire trucks and stuff well guess what we have to do now we're going to play fire trucks either way so that's that's one of the things i'm.

374

00:57:56.490 --> 00:58:04.740

Cooper City Hall: The The other thing was working out the challenges and commitment green reference that we need to work, we should try to work this out.

375

00:58:05.430 --> 00:58:14.550

Cooper City Hall: I don't know about commission of green but i've spent 10% of my life, I spent over three years trying to work out the challenges I.

376

00:58:15.180 --> 00:58:22.170

Cooper City Hall: started with you mayor trying to work out the challenges with the prior sheriff and and from there forward.

377

00:58:22.710 --> 00:58:31.320

Cooper City Hall: And that's why it's not to me about who's the Sheriff it's just the goal in the focus of the sheriff's office has obviously changed I.

378

00:58:31.920 --> 00:58:39.000

Cooper City Hall: can't spend I spent so long, I mean Jacob has spent how much time do we spend and when we have.

379

00:58:39.390 --> 00:58:46.050

Cooper City Hall: We have gone over line by line and term by term and yeah we just signed a new contract and we did that, so that we can.

380

00:58:46.410 --> 00:58:53.850

Cooper City Hall: So we had law enforcement services with the understanding that we could pull out of that contract, so it wouldn't have been wise to not sign it, the.

381

00:58:54.480 --> 00:59:03.510

Cooper City Hall: If the y Singh was go ahead and sign it, and then have the time the breathing room, you need to to look at what what you have going on, so.

382

00:59:04.230 --> 00:59:12.870

Cooper City Hall: You know that's that you know, Commissioner, green says we've had challenges with the former sheriff to we have, and he says he was frustrated too, so why are we.

383

00:59:14.730 --> 00:59:24.750

Cooper City Hall: You know, refusing to take on responsibility of providing public safety if it's not working, what point to you stop trying to work out relationships and it's.

384

00:59:25.860 --> 00:59:31.470

Cooper City Hall: Not personal things is business decisions, you know we have to pending lawsuits with the sheriff's office.

385

00:59:31.860 --> 00:59:43.860

Cooper City Hall: And we authorize an audit on a on a third one, so we potentially are going to have three lawsuits with the sheriff's office crime has gone down same as national trends, you know exactly the same as that so.

386

00:59:44.970 --> 00:59:54.120

Cooper City Hall: You know that's that and the other thing is sometimes commercial green I feel like we're sitting at different meetings you've said consistently that be associate elephant the room we've talked about budgets with.

387

00:59:54.510 --> 01:00:04.290

Cooper City Hall: With the city staff and you said, what about be so well in fairness you brought those things up, but what would the solution be if we have no control what's the solution.

388

01:00:08.580 --> 01:00:15.180

Cooper City Hall: No, no, no question it's it's a discussion it's a discussion, you know the roles it's a discussion.

389

01:00:15.480 --> 01:00:23.760

Cooper City Hall: Because I you know I mean in rightfully show you brought it up that sales in the room, but you know i'm thinking hey this could be an issue where it's a five Oh, this might be the first five or whatever.

390

01:00:25.170 --> 01:00:35.100

Cooper City Hall: And then you know, so there are little things that we've even had trouble with even getting the dispatch Oh, I meant we had to go with the spin how are you.

391

01:00:35.820 --> 01:00:42.090

Cooper City Hall: yeah I mean, so you know we've we've gotten, to the point when we signed the last contract in September.

392

01:00:42.660 --> 01:00:53.370

Cooper City Hall: The city manager had a slide he said the way ahead and one of the things on there was create police and fire department review future options so to me.

393

01:00:54.330 --> 01:01:08.670

Cooper City Hall: we're at that point, what I think I or what I what i'm proposing we do is that we give the manager 45 days to come back with a plan on how we would take over and recreate our own police and fire within a one year timeline.

394

01:01:10.230 --> 01:01:26.940

Cooper City Hall: And if you know that that in 45 days we'll we'll see what has to you know what we have to hear but it's time to move forward in my opinion, I spent hundreds of hours on this and I would love for it to work, but it hasn't.

395

01:01:28.470 --> 01:01:36.240

Cooper City Hall: written about you know i'd like to make that motion all right, the only thing I want to ask city manager 45 days enough.

396

01:01:40.020 --> 01:01:41.640

Cooper City Hall: I guess the question is.

397

01:01:44.340 --> 01:01:58.740

Cooper City Hall: What would what what would be the expectation, at the end of 45 so and I want to say 45 days, because in all due respect, this should have been we've been working on this since September so 45 days is just the timeline.

398

01:01:59.580 --> 01:02:04.380

Cooper City Hall: We have a budget coming up, and this stuff must be done within that budget time period.

399

01:02:04.890 --> 01:02:10.380

Cooper City Hall: Because if if there are considerations that need to be done, we need to account for that in our budget time time period.

400

01:02:11.010 --> 01:02:23.880

Cooper City Hall: So, within 45 days, I would like the the manager, to come back with a comprehensive plan on how we could take back over our police and fire department and the costs associated with that.

401

01:02:24.360 --> 01:02:42.660

Cooper City Hall: In a one year time period, not a 10 year time period, but a one year time period, we can address it at that point in time, this isn't notice to be a so we're in contract with them, this is us working doing what we need to do as elected officials, the only and joey done with your questions.

402

01:02:45.750 --> 01:02:51.150

Cooper City Hall: The only concerns I would have is I am meeting July 14 with them.

403

01:02:52.170 --> 01:03:06.750

Cooper City Hall: i'm asking to hold off until then, so that we can literally go over all the concerns, maybe the Sheriff will be prepared at that time to discuss maybe he won't I don't know, but I know the 13 of us need to get together, I think.

404

01:03:07.680 --> 01:03:14.610

Cooper City Hall: Regardless of whether he's ready to discuss it, I hope that he is, I hope, a lot of good comes out of your meeting on the 14th, but I think it's.

405

01:03:15.990 --> 01:03:22.200

Cooper City Hall: it's our obligation to get this ball rolling now and as Commissioner router said it should have happened back in October.

406

01:03:22.950 --> 01:03:29.550

Cooper City Hall: And it could be, it could be, at the same time, parallel you know I don't know and I get that and and again.

407

01:03:30.300 --> 01:03:39.000

Cooper City Hall: I think leverage wise it may be better if we wait, but I fully understand that what we're doing here is merely searching out alternatives.

408

01:03:39.870 --> 01:03:45.150



Cooper City Hall: I don't know I mean when you say alternatives, I don't want to sort out all terms, I wanted to know.

409

01:03:46.020 --> 01:03:53.940

Cooper City Hall: What the cost is in the plan to bring back start back around please everybody says hey the cost is going to be productive if you're not going to be able to do it.

410

01:03:54.420 --> 01:04:00.270

Cooper City Hall: I don't know that I'm a pretty decent numbers guy I've looked at numbers before I don't know that I don't think anybody knows that until.

411

01:04:01.080 --> 01:04:15.840

Cooper City Hall: We go and do the analysis and let's look at a few numbers and in 2015 we we were budgeted to pay and paid via so for fire 8.1 million their actual cost was 7.5 with an extra.

412

01:04:16.440 --> 01:04:24.720

Cooper City Hall: 580 8000 2016 it's going to be wanting did we ever get a true up from the Sheriff at that point, no this all went to the county Thank you good.

413

01:04:25.410 --> 01:04:37.440

Cooper City Hall: 2016 on fire that had 1.188 extra turn 17 870 5000 extra on police in 2015 they had a they had a \$134,000 loss.

414

01:04:37.890 --> 01:04:44.430

Cooper City Hall: But then in 2016 they had a 330 \$8,000 gain and then a \$1.3 million gain.

415

01:04:44.880 --> 01:05:02.340

Cooper City Hall: The overhead cost allocation Jeff and mention you to call, so we have for HR and stuff will be so it's not doing that for free, they charge us for overhead cost allocation and that overhead cost allocation is nearly doubled what we're being charged per head from 2015 to now.

416

01:05:03.630 --> 01:05:10.080

Cooper City Hall: If you look at sunny Isles police department I picked them because they have 56 sworn officers.

417

01:05:10.500 --> 01:05:22.350

Cooper City Hall: And 13 non sworn Cooper see Police has 56 one officers in 16 non sworn so we have three more non sworn and sunny Isles police department and we're paying.

418

01:05:22.830 --> 01:05:30.510

Cooper City Hall: Almost three or \$2.3 million more and part of their budget is capital they own we don't own any of this.

419

01:05:30.960 --> 01:05:38.700

Cooper City Hall: Last year the sheriff's Office gave back several million dollars to the county year mark as money from contract cities.

420

01:05:39.690 --> 01:05:47.070

Cooper City Hall: And that's been going to pay oprah oprah benefits which are funding the county's open fun.

421

01:05:47.610 --> 01:05:58.560

Cooper City Hall: Which is you know after employment benefits for future so usually you would fund for the future people but pool, for your current ones, and they haven't pulled any money from the current ones so.

422

01:05:58.890 --> 01:06:14.190

Cooper City Hall: The county's probably very happy because the contract cities are subsidizing the actual county and, if you look and see what the county gives the Sheriff per deputy it's not what we're giving productivity, and so it just has gotten to a point where.

423

01:06:15.630 --> 01:06:21.240

Cooper City Hall: I think it's it's time to move on, like you said every submission, or what was the what the fire, you said sunny how's the.

424

01:06:23.250 --> 01:06:32.640

Cooper City Hall: Non sworn What about their fire fires regional eyes down there through metro date and a special taxing district so it's harder to look at because it's not through the city's budget.

425

01:06:34.320 --> 01:06:46.950

Cooper City Hall: there's only like four fire departments in dade county and that's where broward sheriff's office needs to get but we're not there, you know our neighbors to the south and north have true regionalisation, to have a special taxing district.

426

01:06:47.550 --> 01:06:52.710

Cooper City Hall: They they don't duplicate services with fire but we're not there and i've told us to the fire chief.

427

01:06:53.130 --> 01:06:59.880

Cooper City Hall: Listen i'm with you, I understand you're pushing to be metro day or Miami dade and palm beach book, but you got to get a block together.

428

01:07:00.330 --> 01:07:08.040

Cooper City Hall: And the Sheriff doesn't have a fire block he runs from deerfield to how and Dale from Dania to West and there's no block we're duplicating services.

429

01:07:08.580 --> 01:07:16.680

Cooper City Hall: And so, while via so fires goal is to keep pushing to firefighters at a higher more professional level.

430

01:07:17.310 --> 01:07:25.230

Cooper City Hall: That right now isn't intersecting with with Cooper cities needs and and, in fact, to the contrary, when we had.

431

01:07:25.920 --> 01:07:34.890

Cooper City Hall: obtain the additional personnel for two to eight and the sheriff's office screwed up at 1.2 they were dyslexic it was 2.1.

432

01:07:35.400 --> 01:07:44.790

Cooper City Hall: And ultimately, we agreed in the middle that about 1.6 and then it was agreed that we would be the training ground for the fire department.

433

01:07:45.390 --> 01:07:59.940

Cooper City Hall: But what to share for God and and chief homeless as well, is that, after training they grow up and up and it's been three four years and now they're making a very substantial sum without changing out.

434

01:08:00.480 --> 01:08:14.520

Cooper City Hall: Those people we're not a training ground anymore, let us do again, we are committed to that, and yet the Sheriff keeps breaching the contract, because no one's holding his feet, to the fire.

435

01:08:15.270 --> 01:08:30.090

Cooper City Hall: and saying wait a minute we can cut down on a lot of the cost of the personnel, by becoming the training ground by becoming the teachers that make our own firefighters better a training the young ones.

436

01:08:30.660 --> 01:08:38.940

Cooper City Hall: And yet that's not happening, let me give you something to that point, if you look at what deerfield pays for the amount of firefighters vs Western.

437

01:08:39.330 --> 01:08:48.780

Cooper City Hall: For example, Western is less but pays more and in Cooper city is the same situation, because we have a higher staffing level and lower call volume so.

438

01:08:49.020 --> 01:08:58.230

Cooper City Hall: Within the fire department, the Union they bid the all the firefighters bid whether the seats on the truck as opposed to the police, they don't get the bid they go to the they get assigned.

439

01:08:58.800 --> 01:09:04.200

Cooper City Hall: And so, if you were 20 years on, are you going to bid the place where you're when you wake up all night long.

440

01:09:05.040 --> 01:09:21.780

Cooper City Hall: and run calls are the place you don't wake up on it so naturally because we have proper or above average staffing levels we have higher you know, costing fire personnel and i'm not saying it's right or wrong, it just may not fit our needs and Cooper city.

441

01:09:23.010 --> 01:09:29.250

Cooper City Hall: And to be governed by the scare tactics Commission a green is you indicate you'd like to govern by fear I don't.

442

01:09:29.700 --> 01:09:37.740

Cooper City Hall: I like to be honest with the people and telling them no change doesn't mean that you should be scared that the police won't be there for you.

443

01:09:38.310 --> 01:09:44.910

Cooper City Hall: To the contrary, you indicate, you are willing to put the work in but it costs too much so let's not do it.

444

01:09:45.390 --> 01:09:54.450

Cooper City Hall: that's not working at it, what we need to do is as i'm doing sit down talk to the people, because the Sheriff is banking on one thing.

445

01:09:55.320 --> 01:10:05.490

Cooper City Hall: Exactly what Commission the green said it's going to be too costly you're stuck with me and we we don't know and you have to check it out, you have to have options, you have to.

446

01:10:05.970 --> 01:10:16.170

Cooper City Hall: Literally do what the residents want and that is find out what the costs really are now again we tried doing that and Joe you were frustrated, as we were.

447

01:10:16.560 --> 01:10:24.030

Cooper City Hall: And Jacob, you were to when we were negotiating contract, because we kept asking for all the numbers and we weren't getting.

448

01:10:24.960 --> 01:10:32.190

Cooper City Hall: And now we're in a situation where we're asking for things and we're getting them but damn if you can understand it, particularly on the buyer side.

449

01:10:33.180 --> 01:10:45.930

Cooper City Hall: And you ask it and they'll give you a slicing math answer and remember when we were trying to add the CSA and they told you about all this Union provision and you said well why don't get to say at the Union thing.

450

01:10:46.440 --> 01:10:53.940

Cooper City Hall: And so the Sheriff goes and negotiate with the Union, well, it could just pass the cost on how and that's what the mayor was saying hey we don't have a seat at the table.

451

01:10:55.080 --> 01:11:12.780

Cooper City Hall: And and and we should and and I suggested again and I will again until he hears it, that we should have the Union at the table, because we're the ones paying it you're the past, through your the middleman, so we need to deal with the Union now, mind you.

452

01:11:13.890 --> 01:11:17.340

Cooper City Hall: There are options, there are alternatives, I think we should look at everything.

453

01:11:17.820 --> 01:11:26.010

Cooper City Hall: i'm not saying what we're going to do, because I don't know the numbers until we are informed and have intelligent decisions to make, then we can do it.

454

01:11:26.430 --> 01:11:33.090

Cooper City Hall: But to come back to the pensions for a moment, you know when when memorizing your.

455

01:11:33.690 --> 01:11:44.340

Cooper City Hall: shirt you know trade it up, if you will, from Cooper city to be so everyone was in favor of it, because they look like heroes, they were saving millions of dollars at the time.

456

01:11:45.030 --> 01:11:54.060



Cooper City Hall: But they were myopic in the viewpoint that was short sighted because it comes a point when you have 15 years FM contract and it is not sustainable.

457

01:11:54.450 --> 01:12:06.210

Cooper City Hall: Getting hit with a million dollar increase per year and it's not sustainable, when your sheriff turns around and says oh yeah you know the painting we've been paying for 14 and 15 years well when I go into anymore.

458

01:12:07.410 --> 01:12:14.280

Cooper City Hall: there's another lawsuit and like I said, there are people that we, the company pays the pension people are persons.

459

01:12:14.670 --> 01:12:23.070

Cooper City Hall: Who do not work in Cooper city, you know i'm talking about from the time they were talking about from today, if the Sheriff wanted to pay them a million dollar salary, we would have to pay the attention on it.

460

01:12:23.370 --> 01:12:30.150

Cooper City Hall: With no say over it, and so what we were saving in the pension when they were paying it we're not saving anymore we're paying it.

461

01:12:31.170 --> 01:12:39.540

Cooper City Hall: So, whether the cost is going up is not the issue it's going to pay back to, and that is whether it's bso.

462

01:12:40.200 --> 01:12:53.190

Cooper City Hall: or Cooper city PD Ross one thing I wanted to make sure that I clarify desert, you said you mentioned scare tactics and you said that those are my Those are my Texas, I disagree with that.

463

01:12:54.060 --> 01:13:12.030

Cooper City Hall: I don't lead by fear never have i've always been a straight shooter and i've always told you i've always told people truly what I believe my convictions and being actually work in law enforcement I kind of see what goes on behind the scenes, so I.

464

01:13:13.470 --> 01:13:23.520

Cooper City Hall: i'm not the all knowing I don't know it every I don't know it all, but I do know some things if we believe that crime is going down nationally.

465

01:13:25.740 --> 01:13:40.950

Cooper City Hall: I would encourage everyone to really take a dive take a look at that crime national trends are not going down, but please don't take my word for it, I would hope that you would are violent crime is falling crime going down nationally.

466

01:13:42.120 --> 01:13:42.540

Cooper City Hall: Has it.

467

01:13:47.880 --> 01:13:51.330

Cooper City Hall: You said violent crime is a crime in general okay crime in general.

468

01:13:55.500 --> 01:13:59.160

Cooper City Hall: We mayor Commissioners city manager staff and residents.

469

01:14:00.210 --> 01:14:07.980

Cooper City Hall: Pressure shutter to answer your question, there are violent crime tendencies in specific areas in the nation that are going down.

470

01:14:08.520 --> 01:14:17.670

Cooper City Hall: There are certain categories of crime that have been going down but there's other categories of crime that are going up like this would tie in to the neighbors and fibers conversation.

471

01:14:18.030 --> 01:14:26.910

Cooper City Hall: That I briefed the Commission on about a month ago, where the happy end of the uniform crime reporting system is now attracting.

472

01:14:27.630 --> 01:14:37.710

Cooper City Hall: larger number of crimes to better capture the crime trends so whereas, for example, traditional crimes that were previously track the 10 major crimes on the uc are.

473

01:14:38.580 --> 01:14:46.350

Cooper City Hall: Under the summary reporting system those have been going down the other cases that the fraud and white collar crime have been going up.

474

01:14:47.790 --> 01:14:53.370

Cooper City Hall: In in the United States violent crime has fallen by over 50% since the 1990s.

475

01:14:54.750 --> 01:14:56.220

Cooper City Hall: Is that not an accurate statement.

476

01:14:57.930 --> 01:15:03.270

Cooper City Hall: Violent Crime is one of the categories that hasn't gone down economic crime wouldn't go down because they didn't have it.

477

01:15:03.690 --> 01:15:16.650

Cooper City Hall: Back then, obviously, but but, overall, the things that were our safety has has decreased in the United States as a whole, so my point is let's not let red herrings you know detract from what we're what we're doing here.

478

01:15:18.570 --> 01:15:20.070

Cooper City Hall: You know that is that.

479

01:15:21.510 --> 01:15:37.170

Cooper City Hall: I know my emotions kind of big Joe but you're the man for it now let me ask you a question, would it be easier to start with one like the police department within 45 days come back with a plan on how we can take over our police department and then we can assess the next one.

480

01:15:38.760 --> 01:15:42.120

Cooper City Hall: Phase Phase I mean it would probably work well.

481

01:15:43.380 --> 01:15:52.380

Cooper City Hall: First of all, I don't, this is a significant undertaking and, obviously, you know, based on the magnitude of the decision we don't want to.

482

01:15:53.250 --> 01:16:01.500

Cooper City Hall: worry working right and we wanted, we wanted like you said it needs to be comprehensive and I don't think we can present something in 45 days when do you think I.

483

01:16:02.850 --> 01:16:13.170

Cooper City Hall: I first of all like we're going to need to bring some assistance on to do it probably a consultant will have to bring on I don't know how long it took the matrix study.

484

01:16:14.100 --> 01:16:27.420

Cooper City Hall: But i've looked at that study, there may be flaws, with it, but it does kind of provide you know it does provide the information on costs, it does provide information on a timeline does provide information on a transition.

485

01:16:28.080 --> 01:16:39.510

Cooper City Hall: period I to the details or maybe issues with the details, but it does provide those that sort of information, so I would be looking at having some sort of a report, similar to the matrix report.

486

01:16:40.470 --> 01:16:51.540

Cooper City Hall: And I just don't know how long it would take, we have to know, because and then here, which is, we have to know, because with all, with all due respect we've been working on this since.

487

01:16:52.980 --> 01:17:01.680

Cooper City Hall: You know, since you got here, this is, and when we signed the contract, it was with the understanding that we were we were going to continue on this.

488

01:17:02.760 --> 01:17:08.910

Cooper City Hall: And this, I don't believe starting a police department is a innovative thing, I think that.

489

01:17:09.450 --> 01:17:13.590

Cooper City Hall: That you know there's there's hundreds probably thousands of police departments in America.

490

01:17:14.010 --> 01:17:22.020

Cooper City Hall: And there's one button fairness, right now, in fairness to the city manager though we've we've alluded to it, but we haven't, this is the first substantive.

491

01:17:22.800 --> 01:17:33.330

Cooper City Hall: Substantive conversation we've had about this, and so, how we haven't given direction yet Okay, but I would like to know how long it's gonna yeah no, I agree, I would I would as well.

492

01:17:35.220 --> 01:17:40.050

Cooper City Hall: But I do think that 45 days of certainly too short, I think, at a minimum.

493

01:17:41.580 --> 01:17:52.890

Cooper City Hall: Three months and is probably what is needed, because we if we are, and I think we definitely do I know our staff right now with budgeting everything going on, we can't do that sort of an analysis.

494

01:17:53.160 --> 01:18:01.410

Cooper City Hall: we're going to have to bring on a consultant, so that will take a little time to bring on a consultant, and then you know, give them the scope of work and then then give them ample time to.

495

01:18:01.770 --> 01:18:09.150

Cooper City Hall: To do this study, so I would say, three months, but with the caveat that you know I give a mid mid point.

496

01:18:09.570 --> 01:18:19.110

Cooper City Hall: review on on the timeline you know, to be honest, I think that's way too long, I gotta be honest, I liked the idea because it gives me an opportunity.

497

01:18:19.590 --> 01:18:23.820

Cooper City Hall: to fit with the 13 others and work out Robinson that's in.

498

01:18:24.750 --> 01:18:33.600

Cooper City Hall: Three weeks right you're talking frankly you're talking 21 days right, this is three three months exactly because out of the 21 days, I suspect, I don't know.

499

01:18:33.780 --> 01:18:44.910

Cooper City Hall: But the Sheriff is gonna say I need time to figure out and address the different issues he'll come back to us we'll meet again and we'll meet again so that will give me the time because I when I.

500

01:18:45.240 --> 01:18:51.330

Cooper City Hall: As Chair of the solid waste, I do meetings every two weeks, I do not lose traction I think that would I.

501

01:18:51.930 --> 01:19:01.980

Cooper City Hall: Commissioner, with all due respect, I agree with the Mayor, this is, this is not something that we want to rush this is something that has to be well i'm not saying to make a police primary no, I understand that.

502

01:19:02.340 --> 01:19:09.600

Cooper City Hall: there's gonna be a lot, remember, we also i'd like to also miss the bus I would all right, but i'd also like to reach out to our neighbors.

503

01:19:10.830 --> 01:19:13.830

Cooper City Hall: Number finds Davey Hollywood these.

504

01:19:14.550 --> 01:19:17.370

Cooper City Hall: I was wrong I wouldn't be I wouldn't support.

505

01:19:17.580 --> 01:19:26.070



Cooper City Hall: Going with you know the reason for me to Libya so would be to have our own department, so we could be more critical to the needs of our Community I wouldn't support a police department.

506

01:19:26.220 --> 01:19:32.250

Cooper City Hall: I would, I would like to look at all the options, I went to including including possibly bringing back around police and fire.

507

01:19:32.340 --> 01:19:42.090

Cooper City Hall: i'd like to look at all the options to see where we stand it but wherever the board, I would like to know where we've gotten because we've discussed this time and time again we've hired the consultants.

508

01:19:42.660 --> 01:19:47.670

Cooper City Hall: it's easy to means we're, to the point where either the manager can do it, or we have to find a manager, who can do it.

509

01:19:49.230 --> 01:19:55.290

Cooper City Hall: it's very it's very easy yeah and you can laugh all you want, but we've had we've had reports going back from 2016.

510

01:19:55.800 --> 01:20:08.280

Cooper City Hall: i'm sorry i'm going to ask for professionalism instability so we've had means knowing from the audience reaching out we've had reports on this issue, going back to 2016 2016 matrix did a report 2018 the did another report.

511

01:20:08.670 --> 01:20:16.710

Cooper City Hall: When we signed this contract, it said right here in September that we, the way ahead, you know that we're going to review future options and.

512

01:20:17.100 --> 01:20:19.800

Cooper City Hall: To be honest, none that's happened, so I don't want to miss another budget year.

513

01:20:20.130 --> 01:20:25.320

Cooper City Hall: No, and I agree a lot of it has it happened, but I think that's that's also our responsibility for not giving.

514

01:20:25.380 --> 01:20:32.100

Cooper City Hall: for not giving clear, concise direction to the city manager and staff, I think that's what we need to do this evening, and then we can move forward how about 60 days.

515

01:20:32.160 --> 01:20:40.650

Cooper City Hall: And then we'll we'll see what we have at that time period and we'll revisit it that's the point of a power bandage saying i'll give an interim at 45 I love in four months.

516

01:20:43.080 --> 01:20:44.970

Cooper City Hall: Four months yeah I mean.

517

01:20:45.990 --> 01:20:49.560

Cooper City Hall: The difference between how long did it take you to invade Iraq.

518

01:20:50.940 --> 01:20:56.070

Cooper City Hall: He was part of the invasion of Iraq, three weeks there will be a direct mail whole country's.

519

01:20:57.330 --> 01:20:59.910

Commissioner Pulcini: Gentlemen, gentlemen, can I make a comment.

520

01:21:00.240 --> 01:21:01.200

Cooper City Hall: Yes, give me a sinner.

521

01:21:02.280 --> 01:21:04.110

Commissioner Pulcini: When is a budget do.

522

01:21:05.670 --> 01:21:07.890

Cooper City Hall: August 15 can we do.

523

01:21:08.250 --> 01:21:10.260

Commissioner Pulcini: When should we have something.

524

01:21:11.220 --> 01:21:15.390

Commissioner Pulcini: At least a generically an idea before that.

525

01:21:15.930 --> 01:21:26.670

Cooper City Hall: That would be the 45 day interim report to the 90 day total report, there is just keep in mind, and I know that i've been saying this, but keep in mind we're already short staff.

526

01:21:27.780 --> 01:21:36.960

Cooper City Hall: They their their their their burden with trying to make sure that, and please correct me if i'm wrong, Mr Napoli I never would put words in your mouth.

527

01:21:37.830 --> 01:21:51.300

Cooper City Hall: But they're short staff, they need the additional bodies, just to get caught up just to make sure that we are are set and ready for the budget, and now this Commission is asking for them to do more within 45 days are.

528

01:21:52.020 --> 01:21:55.980

Cooper City Hall: We are we kidding ourselves because here's what's going to happen to them i'm talking about the manager.

529

01:21:56.430 --> 01:21:58.890

Commissioner Pulcini: This is part of their day to day.

530

01:22:00.030 --> 01:22:01.320

Commissioner Pulcini: Job function, though.

531

01:22:01.710 --> 01:22:03.660

Cooper City Hall: So missing part of their day to day.

532

01:22:04.050 --> 01:22:10.170

Commissioner Pulcini: Sorry sorry if this is too much, but this is part of a function of the finance department.

533

01:22:10.620 --> 01:22:17.970

Cooper City Hall: How about some within the 45 days heavy lifting on the numbers, so we can plan accordingly with.

534

01:22:18.930 --> 01:22:31.410

Cooper City Hall: The budget because we can't miss a year is then we're going to miss a whole year, and this we can always make an amendment to budget know we can bend it in the military can be amended, know that came.

535

01:22:33.000 --> 01:22:33.510

That came through.

536

01:22:34.860 --> 01:22:38.460

Cooper City Hall: So we have to obviously budget, but the hope is if let's say.

537

01:22:39.720 --> 01:22:52.050

Cooper City Hall: If this is going to happen, the thought is that we're gonna be spending less money, not more well not sometimes you pay more now for later, I understand that to slay me understand that, too, but that's why that's why you.

538

01:22:52.680 --> 01:23:02.460

Cooper City Hall: don't really have a budget of management, you can you can do a fund balance if sandy's not here right now, but I believe after looking at the financial report for this evening, through may 31.

539

01:23:03.810 --> 01:23:14.430

Cooper City Hall: That we do have our two months worth of fun balance and reserve so we can always dipped into that if we need to yeah but this could this could affect how how low we.

540

01:23:15.030 --> 01:23:24.240

Cooper City Hall: we've reduced taxes, you know we know I know Commissioner but but fire Commissioner currents laughing out there, but as a raising taxes him and Jeff green raised them.

541

01:23:24.840 --> 01:23:33.390

Cooper City Hall: 47 and a half percent and 10 years it's all right here, so you know, but if we can get an intro report and 45 days.

542

01:23:33.810 --> 01:23:42.810

Cooper City Hall: That would be at least helpful and give us a give us some kind of a guideline moving forward to budgets, at least on the police department, and you can start with Rachel moment yeah start with that we can break them up.

543

01:23:44.430 --> 01:23:45.150

Commissioner Pulcini: Meltzer.

544

01:23:45.810 --> 01:23:59.520

Commissioner Pulcini: Yes, yeah when when you look at the fund balance, remember, we did not commit the emergency funds yet so they're not separated yet from the from the total fund balance.

545

01:24:00.390 --> 01:24:04.470

Cooper City Hall: So he's saying the fund balances low low and what were the emergency funds 3 million yeah.

546

01:24:04.500 --> 01:24:06.690

Commissioner Pulcini: We, we have to take out 3 million from there.

547

01:24:06.780 --> 01:24:14.790

Cooper City Hall: I have to go back and take a look at the report again, but then you may be right sandy will be in the other than Commissioner Green said that we're short staffed and finance.

548

01:24:15.690 --> 01:24:21.420

Cooper City Hall: Finances not I have not heard the manager or finance come here and ask for Stat I believe we'll wait a second no.

549

01:24:21.780 --> 01:24:27.750

Cooper City Hall: hasn't happened that we've denied savage still looking for a budget analyst, no, no, no boy, have we not given positions.

550

01:24:28.110 --> 01:24:32.760

Cooper City Hall: Joe we have a conversation, and we know, yes, we are budget analyst position is still.

551

01:24:33.120 --> 01:24:43.110

Cooper City Hall: feel right but that's not that's not any fault of errors right no, but we are going to be asking for an accounting position in the new, but you haven't asked for any finance staff that we deny it will do it in the new but.

552

01:24:43.650 --> 01:24:51.240

Cooper City Hall: What i'm saying that we actually have green so that that that the finance came in and asked and we said no, we haven't they haven't asked for and.

553

01:24:51.960 --> 01:25:04.470

Cooper City Hall: With all due respect, Miss bridgeman did ask for help out there, she said she said on on several occasions that she needed help not once have they propose any any additional staff and the finest moment to us.

554

01:25:06.120 --> 01:25:12.660

Cooper City Hall: that's why I think I might separate meetings, sometimes okay oh wait, we are asking for an account position and the new budget right.

555

01:25:13.230 --> 01:25:24.510



Cooper City Hall: This is the first we're hearing of that course I don't it's not something that you've been the only one we you and I had a conversation I even said to you, I said, Joe, what do you need took my copious notes, did you get it.

556

01:25:25.650 --> 01:25:31.350

Cooper City Hall: And, and what you needed right okay now there's something else well we'll discuss it's also important for.

557

01:25:31.890 --> 01:25:42.240

Cooper City Hall: The residents to understand that we're in a uniquely different position than other piece of contract cities, because per contract, we are getting we be so if we leave them must give us back.

558

01:25:42.780 --> 01:25:53.490

Cooper City Hall: Like any equipment, so if we went to be a sewing gave them 50 police cars that were two years old, if we left, they would have to give us 52 year old police cars back so.

559

01:25:54.360 --> 01:26:04.470

Cooper City Hall: we're in a lot different of a position then cities that that would have to go out and buy at all, so your startup costs would be significantly less.

560

01:26:05.160 --> 01:26:17.640

Cooper City Hall: Theoretically, we had 100% of the equipment, so we get it all back, but after arguing say it's comes out the 75% or 50% so you would obviously have some cost duplications and achieve in a in a few things in the interim.

561

01:26:18.750 --> 01:26:24.930

Cooper City Hall: Of course, but you're talking about saving millions over one year, two years right.

562

01:26:26.970 --> 01:26:36.030

Cooper City Hall: And it's not always about the money but it's what's best for the residents and if it's best that we have control over our police department.

563

01:26:36.630 --> 01:26:44.520

Cooper City Hall: then so be it, because control is where it's at the difficulty I have is my Captain sitting there, and you mentioned it before.

564

01:26:44.970 --> 01:26:57.990

Cooper City Hall: And he doesn't get to control who's coming in and out he's told by the gentleman next to him or by his superiors to share of who's coming in and out and we don't get anything but notice.

565

01:26:59.220 --> 01:27:21.330

Cooper City Hall: Well, that doesn't work it's not partnering with us that's not control for us, so I don't think we've ever in my tenure and correct me if i'm wrong but have prevented a transfer out if they are bettering themselves if they're going for a better position.

566

01:27:22.500 --> 01:27:23.490

Cooper City Hall: coming in.

567

01:27:24.540 --> 01:27:27.510

Cooper City Hall: we've had certain transfers that we were not happy with.

568

01:27:27.930 --> 01:27:41.220

Cooper City Hall: I only think to right, and they were at the request of a district fire chief exactly receivers right that were prevented so it's not like we abused that provisional and we never did but trust is everything.

569

01:27:42.000 --> 01:27:48.540

Cooper City Hall: Apparently there isn't any that's why we now need to verify I don't know why the Sheriff would you trust us with.

570

01:27:49.110 --> 01:27:55.410

Cooper City Hall: g your track record speaks for itself and you're right, you have an abused it you've rarely used it.

571

01:27:56.130 --> 01:28:04.680

Cooper City Hall: And it listen with community policing it's all about relationships we've had school resource deputies mark here removed from schools, without our permission.

572

01:28:04.950 --> 01:28:10.890

Cooper City Hall: They gave us a safety story for him, only then up into another school in another city, so we know that couldn't have been really safety we've had.

573

01:28:11.190 --> 01:28:22.050

Cooper City Hall: Our school resource sergeant who in traffic started, you know, has a lot of knowledge and institutional knowledge removed without without even a consultation, so you know.

574

01:28:23.190 --> 01:28:23.820

Cooper City Hall: Really.

575

01:28:25.110 --> 01:28:32.850

Cooper City Hall: We have these relationships, I mean you have MC lakes over here they had their zone deputy, who I know that they're very fonder transferred.

576

01:28:33.930 --> 01:28:42.000

Cooper City Hall: To deerfield for no reason at all for quite a while and NBC likes came out fighting to try to get him back and eventually was able to get him back.

577

01:28:42.510 --> 01:28:53.430

Cooper City Hall: But these are some of the antics and a larger agency that happened that in community policing just aren't acceptable and David know brought it up already, that is, who is.

578

01:28:54.060 --> 01:29:03.240

Cooper City Hall: policing us we don't know them because they keep changing because there's not Cooper city personnel limited in number.

579

01:29:03.810 --> 01:29:16.170

Cooper City Hall: And the older ones are really the ones working the cases as detectives and we don't get to see that they're not out there in the patrol cars we don't know who is because they're not even stopping to say hello anymore.

580

01:29:17.430 --> 01:29:27.840

Cooper City Hall: This is our difficulty the control, if we take it over as Cooper city PD would be gee, this is what we're looking for this is what we're going to get and.

581

01:29:28.230 --> 01:29:36.570

Cooper City Hall: Who we're going to get to staff it it's simple we are Cooper city, and we are someplace special and there are people and you said it before.

582

01:29:36.870 --> 01:29:48.510

Cooper City Hall: I mentioned a shorter that wanted work here because of who we are, because of the city because of what it entails, and that is the residents, which are the number one asset.

583

01:29:48.960 --> 01:30:02.160

Cooper City Hall: The parks, which they know you know to patrol and, of course, the schools and we're going to get people who have the experience, who want to come back out to the suburbs, if you will.

584

01:30:02.670 --> 01:30:10.590

Cooper City Hall: Instead of working as hard as they are right now in the inner cities in you know places that.

585

01:30:11.460 --> 01:30:21.960

Cooper City Hall: 24 seven are they working here they have time to go out and you're right I don't know my region five South commander and what's his name, he.

586

01:30:22.680 --> 01:30:34.740

Cooper City Hall: Mohammed zahid i've never met him never met him and and and he ever but community policing for us is is Mr when it comes from the top, if my shirt doesn't come out here and and and say hello.

587

01:30:35.640 --> 01:30:40.170

Cooper City Hall: Then why would he if it's okay for the Sheriff and actually he's been trained by.

588

01:30:41.100 --> 01:30:52.530

Cooper City Hall: Well he's learning wrong way he has a lot of cities on here, it says Cooper city West and pumping out East sunrise court services and Davey and like I said I understand be so they have to worry about the county as a whole.

589

01:30:52.830 --> 01:31:06.990

Cooper City Hall: But that doesn't we just we might get forgotten in these situations and I don't know this person and I don't either and they're going to say, well, you don't pay for him he's not on the budget sure he is my taxes regionally pay for him.

590

01:31:07.410 --> 01:31:17.790

Cooper City Hall: Well, and I still don't get to it and we're being charged overhead allocation for each employee and and in the manager correct me if i'm wrong we're even being charged overhead allocation for.

591

01:31:19.170 --> 01:31:23.670

Cooper City Hall: staffing factor positions which we don't really have that's correct so.

592

01:31:24.270 --> 01:31:36.690

Cooper City Hall: let's get back to the mobile, let me just ask a question like i'm just curious about something, what is the what what's the percentage of overhead they were being charged and in relation to the total contract ends on the day yeah well today.

593

01:31:39.120 --> 01:31:54.960

Cooper City Hall: I don't have that figure right now, but just add to get I want I can give you a number Okay, for I mean for police it's about 5700 per position and for fire it's about 11 or 12,000.

594

01:31:56.190 --> 01:32:07.020

Cooper City Hall: So we're talking 5700 per position for police and 11,000 for fire so here let's say that you don't even use it will be 400 I don't know what percentage of the entire.

595

01:32:08.550 --> 01:32:09.120

Cooper City Hall: Book yeah.

596

01:32:09.180 --> 01:32:09.690

Cooper City Hall: yeah almost.

597

01:32:10.290 --> 01:32:12.180

Commissioner Pulcini: it's not a percentage of sure.

598

01:32:12.870 --> 01:32:13.560

Cooper City Hall: It doesn't that.

599

01:32:13.680 --> 01:32:27.930

Cooper City Hall: don't know well, they sent us data don't you guys may not have resume no it's not a percentage it's a certain amount per position so whether depends on there's a series of factors, and we have the breakdown of what those factors so whether.

600

01:32:27.930 --> 01:32:28.980

Commissioner Pulcini: it's possible.

601

01:32:29.610 --> 01:32:31.650

Commissioner Pulcini: it's possible to receive their cost allocation.

602

01:32:31.650 --> 01:32:32.220

Cooper City Hall: plan for.

603

01:32:32.580 --> 01:32:51.180

Cooper City Hall: A person so hold on Max but my question is if it's a rookie making 50,000 or if it's a veteran making 100,000 it's still 5700 to fix it that's a fixed amount per position but not, you know here's The interesting thing so on on in fire there's really only 36 positions three shifts.

604



01:32:51.210 --> 01:32:52.110

Commissioner Pulcini: And 12 each.

605

01:32:52.470 --> 01:32:55.800

Cooper City Hall: But, but with a staffing factories people take off and everything we pay for.

606

01:32:57.870 --> 01:33:13.470

Cooper City Hall: The amount of 53 we're still charge overhead cost allocation on those extra 20 or whatever, whatever, but do we know what the allocation is for yeah they break it down polygraph it's probably not exist in version \$196 polygraph we have a breakdown of.

607

01:33:14.970 --> 01:33:25.740

Cooper City Hall: The amount and you may have in the past, but we do provide that provide that so I appreciate you Thank you it's it can't be accurate, because how could polygraph on a firefighter cost more than paragraph in a police officer.

608

01:33:26.850 --> 01:33:39.360

Cooper City Hall: And don't you only polygraph and once when they get hired, so why would you pay polygraph per person it's actually the breakdown is PR department and and police and fire it's PR department for, for instance, illegal it.

609

01:33:40.860 --> 01:33:46.440

Cooper City Hall: One of them was polygraph and I don't I don't know but we're polygraph fits in there, but it's broken down by department.

610

01:33:46.620 --> 01:33:57.990

Cooper City Hall: They get a certain percentage PR department Okay, and then for fire it's by certain functions fire suppression training so fair enough, I have all that information if you could press that to us i'd be great if you had a question.

611

01:33:58.470 --> 01:34:01.920

Commissioner Pulcini: ya know if we can receive their cost allocation plan.

612

01:34:02.580 --> 01:34:14.400

Cooper City Hall: Okay there's not a cost allocation plan that's the next that's our satire because the you know that the county has for years saw the cost allocation blend that doesn't exist.

613

01:34:15.390 --> 01:34:18.390

Commissioner Pulcini: So what we're talking about how they allocate overhead.

614

01:34:20.340 --> 01:34:22.410

Commissioner Pulcini: How do they, how do you.

615

01:34:22.500 --> 01:34:24.060

Commissioner Pulcini: know how they allocate overhead.

616

01:34:24.510 --> 01:34:28.140

Cooper City Hall: Chief do you either chief do you guys have the cost allocation blend.

617

01:34:32.670 --> 01:34:33.630

Cooper City Hall: No i'm in.

618

01:34:34.410 --> 01:34:35.970

Commissioner Pulcini: The Israel cost allocation plan.

619

01:34:38.670 --> 01:34:39.180

Commissioner Pulcini: This could be.

620

01:34:39.840 --> 01:34:57.420

Cooper City Hall: Again principles TV commercial shot or to answer your question, Mr Napoli has received the allocation break down from the office of management and budget that provides the exact breakdown per employee per department costs and those figure for that, but not how they came up with it.

621

01:34:59.640 --> 01:35:08.640

Cooper City Hall: So if it's \$1,000 for legal department for employee doesn't show us the cost allocation how they came up with that being \$1,000 I do not recall saying that.

622

01:35:09.390 --> 01:35:17.700

Cooper City Hall: Because it doesn't exist, hence fuzzy math exactly they they put in what they want just to satisfy the fact that we gave it to you.

623

01:35:18.750 --> 01:35:27.570

Cooper City Hall: Having said that, let me clarify the motion because I don't think I have a second on it, yet I, I just want to reiterate, and I understand the.

624

01:35:28.140 --> 01:35:38.100

Cooper City Hall: The urgency in this, but I guess the question is be being related to next year's budget I don't I don't know understand the relationship between next year's budget.

625

01:35:40.260 --> 01:35:52.200

Cooper City Hall: driving the urgency in this and I just want to re emphasize that you know I understand our staff and the demands on our staff and the stresses on our staff, and right now we're going through an audit.

626

01:35:52.920 --> 01:36:01.140

Cooper City Hall: Budget we're going to have arpa coming down, which is going to be a significant undertaking and so and it's the same group of people, so the fact that.

627

01:36:01.770 --> 01:36:06.750

Cooper City Hall: This is a function of the finance department I don't necessarily believe believe it is, but if it is.

628

01:36:07.200 --> 01:36:14.400

Cooper City Hall: Those people are also doing the same function so adding this on is going to be difficult, so there's no question that we have to bring on a consultant.

629

01:36:15.090 --> 01:36:25.080

Cooper City Hall: To do this work and I and defining a scope and then you know how long it will take them, I can only guess would be about three months.

630

01:36:25.380 --> 01:36:38.280

Cooper City Hall: And then, like I said, we can give an interim report, but I don't want to try to put an artificial timeline on this because i'm concerned that the information we get may not be the accurate enough.

631

01:36:39.510 --> 01:36:53.670

Cooper City Hall: To make a good decision, so I just i'm not real sure on the urgency we i'll tell you the urgency we've talked about this for years, we even talked about hiring somebody to oversee these contracts and had.

632

01:36:54.360 --> 01:37:05.190

Cooper City Hall: Had the city done that, then I guess, they would have had somebody on the ground but it's obviously going to take resources to do that and then SP budgeted so if if.

633

01:37:05.730 --> 01:37:20.160

Cooper City Hall: You decided, you have to hire a director or police chief or whatever it is to start a police department, well then, we have to budget for that that person, and so I want to know that this budget year versus the year after.

634

01:37:21.240 --> 01:37:30.750

Cooper City Hall: Because, then we will lose another year so whatever we would need to start the process to not lose a year financially, I would like to know that by this budget.

635

01:37:31.590 --> 01:37:40.950

Cooper City Hall: Well, those costs are are different than what I was anticipating I thought you were talking about startup costs, which would be extremely difficult to budget for.

636

01:37:41.490 --> 01:37:48.750

Cooper City Hall: This year, but if we're talking about the process I think that's that's doable because we're we're talking about a pretty limited amount of money, but we can yeah.

637

01:37:49.830 --> 01:37:59.400

Cooper City Hall: With the idea that it would be a one year within one year, well, we have to do so, we have to not a 10 year plan.

638

01:38:00.150 --> 01:38:11.700

Cooper City Hall: The one thing that I learned in speaking with the police chief over it pember park who's changing from bso to their own is the first thing you need to do is hire police chief.

639

01:38:12.210 --> 01:38:25.410

Cooper City Hall: It goes downhill from there, and so maybe we should budget for the next budget for a police chief and and go from there that doesn't mean that my mind, is made up, no, no, no.

640

01:38:25.950 --> 01:38:32.070

Cooper City Hall: In portland has just hired a police chief I don't know what they call him or her, but they've done the same thing yeah.

641

01:38:32.640 --> 01:38:38.700

Cooper City Hall: Well, they brought on an individual, and that was a result of the study that they did after my wrist on Douglas.

642

01:38:39.030 --> 01:38:56.610

Cooper City Hall: But an additional function of that individual they brought on was to look it up yeah and you and I could read between the lines they basically have somebody at some the city side full time at a minimum overseeing it at a maximum creating their own there's two ways about it.

643

01:38:57.630 --> 01:39:07.440

Cooper City Hall: don't park when you got pembroke Park, you know you had the brower bcc gave up the contracts with the sheriff's office South trenches left.

644

01:39:08.010 --> 01:39:17.760

Cooper City Hall: I meant, you know this isn't us perceiving something, this is just a change in in focus of the sheriff's office and he'll be he'll be well suited to.

645

01:39:18.930 --> 01:39:27.480

Cooper City Hall: Police the seaport and airport well and these cooperated state statute allows the Canada open their own support, and please yeah.

646

01:39:30.090 --> 01:39:47.550

Cooper City Hall: Having said that, can I get a better clarification on the motion we within 45 days or let's say with before the budget, we would like the manager, to come up with whatever costs, we would need to budget for for the next year.

647

01:39:48.720 --> 01:39:54.930

Cooper City Hall: To if we decide to facilitate a transition is that fair enough anything.

648

01:39:56.130 --> 01:40:03.750

Cooper City Hall: I guess that that clarifies it better okay Max you good i'll second second on the motion any further.

649

01:40:03.750 --> 01:40:04.770

Cooper City Hall: discuss i'm good.

650

01:40:05.490 --> 01:40:06.030

Commissioner Pulcini: i'm good.

651

01:40:06.660 --> 01:40:07.170

Cooper City Hall: Thank you.

652

01:40:09.450 --> 01:40:09.780

Cooper City Hall: know.

653

01:40:11.130 --> 01:40:11.640

Cooper City Hall: All about.

654



01:40:12.840 --> 01:40:16.110

Cooper City Hall: Mr shouter yes wishing Meltzer yes, we should have porcine.

655

01:40:16.830 --> 01:40:27.060

Cooper City Hall: Yes, question or green no miracles, yes, I am a process person, and we have to follow the process, you had an opportunity.

656

01:40:32.580 --> 01:40:37.860

Cooper City Hall: You actually spoke, you spoke, but you had the agenda concerns that you could have signed up for.

657

01:40:39.060 --> 01:40:40.590

Cooper City Hall: You can you have two minutes at the end.

658

01:40:42.990 --> 01:40:43.770

Cooper City Hall: Having said that.

659

01:40:46.230 --> 01:40:48.000

Cooper City Hall: will move on to the presentation.

660

01:40:49.380 --> 01:40:51.630

Cooper City Hall: By Michelle Kennedy with Barry done.

661

01:40:53.160 --> 01:40:58.050

Cooper City Hall: Are you there with Mr Mayor, if I could just real quick while she's coming on.

662

01:40:59.220 --> 01:41:02.370

Cooper City Hall: Michelle is going to give a presentation on the strategic plan.

663

01:41:03.720 --> 01:41:11.550

Cooper City Hall: Commission approved this and it's it's going quite well they're in the, if you will, the the research phase.

664

01:41:12.630 --> 01:41:20.340

Cooper City Hall: Right now, but they're also doing a lot of outreach and they've got a very aggressive outreach plan they've met with some of you so far.

665

01:41:21.300 --> 01:41:26.490

Cooper City Hall: they've met with Hoa Presidents they they've met with Advisory Board.

666

01:41:27.180 --> 01:41:35.580

Cooper City Hall: chair chairs met with the staff, they still have a lot of other engagements to include with the Community that will be doing three in.

667

01:41:35.970 --> 01:41:49.440

Cooper City Hall: July, for, but I think they're on a good good path it seemed to be a good group, and I very much look forward to the product to they're going to reduce after all of this, they have some very good questions i'll tell you that it was therapeutic for me.

668

01:41:51.030 --> 01:41:55.950

Cooper City Hall: I mean seriously, it was it was an hour well spent all we on Michelle.

669

01:41:56.880 --> 01:42:14.130

Michelle Kennedy: Yes, i'm here I don't know if I can start my video or not I don't have permission to show you my video but I, hopefully, I can share my presentation, if you can't see me so if it's okay i'm going to go ahead and share my screen and we'll get going through the slide deck here.

670

01:42:14.970 --> 01:42:18.900

Cooper City Hall: Just bear with me for a moment, Catherine, is it going to be on okay.

671

01:42:23.010 --> 01:42:24.030

Cooper City Hall: we'll catch up to you.

672

01:42:24.450 --> 01:42:27.420

Michelle Kennedy: that's all right i'm gonna share my screen now.

673

01:42:28.200 --> 01:42:30.210

Michelle Kennedy: Okay, can you see that.

674

01:42:30.900 --> 01:42:32.670

Cooper City Hall: No, I there we go, we got it.

675

01:42:36.450 --> 01:42:36.720

Cooper City Hall: yeah.

676

01:42:36.780 --> 01:42:45.660

Michelle Kennedy: yeah great awesome so thank you for inviting our firm to come and just give you a brief overview of what we're doing.

677

01:42:46.830 --> 01:42:56.550

Michelle Kennedy: As you know, Barry done with selected through a competitive process, and one of the things that we are known for is on local government expertise.

678

01:42:56.970 --> 01:43:08.910

Michelle Kennedy: We have been doing strategic planning for local governments for almost three decades and my work in that realm has been over two decades i'm a former.

679

01:43:09.450 --> 01:43:16.350

Michelle Kennedy: Government employee i've been on the inside i've served on boards and commissions i've served and community based organizations.

680

01:43:16.920 --> 01:43:24.420

Michelle Kennedy: And i've been consulting to local local governments for over 20 years now, this is my favorite consulting service is helping.

681

01:43:25.200 --> 01:43:37.470

Michelle Kennedy: Communities plan their future so i'm really excited about your project there's a lot of opportunity here and i'm already listening to you talking about the things that really matter to you, including the.

682

01:43:38.520 --> 01:43:45.270

Michelle Kennedy: The lot award that you gave which is connected to your beautification process which was really, really neat to see.

683

01:43:46.860 --> 01:43:53.730

Michelle Kennedy: So there are three i'm sorry four phases to this project and as Joe mentioned, we are.

684

01:43:54.660 --> 01:44:04.800

Michelle Kennedy: We are through the project initiation where we're going to get to know with the project team, we got introduced to the steering committee that has been appointed to help with this process.

685

01:44:05.190 --> 01:44:14.160

Michelle Kennedy: Really lay out a schedule that we think we can live by and work on identifying the different stakeholders that we wanted to try to reach out to as part of this process.

686

01:44:14.580 --> 01:44:32.370

Michelle Kennedy: And so now we're engaged in the strategic analysis phase and will be, will be doing this work until the end of July, and it really does involve conducting group and individual interviews with as many different stakeholders, as we can and i'll show you a slide about that in just a minute.

687

01:44:33.480 --> 01:44:40.290

Michelle Kennedy: That phase will end with some Community visioning forums, which i'll explain more in a in a couple of minutes.

688

01:44:41.370 --> 01:44:50.430

Michelle Kennedy: And that will kick off that phase, so when we end the strategic analysis will really be bringing the Community in in a in a broader way.

689

01:44:50.970 --> 01:45:03.960

Michelle Kennedy: and producing a visioning report, which will come to you for a consideration and then we'll be spending on the month of August and Sep tember with our sleeves rolled up with the strategic planning.

690

01:45:04.410 --> 01:45:12.000

Michelle Kennedy: and steering committee really trying to put a plan together that's realistic that that's visionary but also realistic.

691

01:45:12.480 --> 01:45:21.870

Michelle Kennedy: That is in alignment with your with your resources and your capacity, but that helps you to make progress on things that matter to you and to your residence.

692

01:45:22.200 --> 01:45:31.080

Michelle Kennedy: And so we plan to be able to wrap up the process by mid October, bringing that plan to you for adoption sometime in the early part of October.

693

01:45:33.030 --> 01:45:41.280

Michelle Kennedy: So our current activity, now is the statistical analysis phase and we're putting a lot of effort into this whole engagement effort.

694

01:45:41.730 --> 01:45:49.140

Michelle Kennedy: One of the things that our firm has figured out early in the pandemic is that we needed to come up with creative ways.

695

01:45:49.500 --> 01:45:57.840

Michelle Kennedy: To engage the Community because we weren't able to meet people in person, which is what we typically do typically we do town halls and Community forums.

696

01:45:58.170 --> 01:46:05.190

Michelle Kennedy: Where you know, two and 300 people come in person and participate and we couldn't do that, so we had to find.

697

01:46:06.000 --> 01:46:10.860

Michelle Kennedy: A tool that would work for us, and so we identified this platform called social engagement.

698

01:46:11.700 --> 01:46:19.320

Michelle Kennedy: i'm sorry social pinpoint and i'm going to show you a slide on that in a second and that's one of the foundational pieces that we're using.

699

01:46:19.740 --> 01:46:29.790

Michelle Kennedy: Second thing we're doing is any kind of document data review that we can do that the city can provide us, including you know, a previous citizen survey that's got some good data in it.

700

01:46:30.180 --> 01:46:37.920

Michelle Kennedy: That helps us just get a little bit deeper understanding of your of your community and your your trends and your challenges.

701

01:46:38.430 --> 01:46:46.680

Michelle Kennedy: And then, these are the groups that we're doing interviews with obviously all of you, we haven't completed all of them, yet, but we're working on it, we just.

702

01:46:47.220 --> 01:47:05.550

Michelle Kennedy: As the as the mayor said we just finished with this interview this afternoon and we interviewed Commissioner pulcini earlier today so we're getting done with those we've had a session with department directors and we're going to have some sessions with staff.

703

01:47:06.870 --> 01:47:14.550

Michelle Kennedy: reaching out to advisory boards and committees and non not for profit Community based organizations places of worship.

704

01:47:15.030 --> 01:47:26.460



Michelle Kennedy: One That was really interesting was the the group that we did with the youth, the team group they were so engaged, they were so excited to be part of this process there's a lot of.

705

01:47:27.780 --> 01:47:36.000

Michelle Kennedy: Energy there and we'll we'll do a session good session with business community in the parks folks and then I did the Hoa boards.

706

01:47:36.840 --> 01:47:48.300

Michelle Kennedy: Yesterday, that there were only a couple of them in attendance, and I think we'd like to do a second one and see if we can get a few more, but I will tell you it was a very thoughtful.

707

01:47:48.690 --> 01:47:57.240

Michelle Kennedy: conversation we ended up talking for about 90 minutes and they had they were very thoughtful in their in their responses to our questions.

708

01:47:58.980 --> 01:48:08.040

Michelle Kennedy: This is a couple of snippets from the social pinpoint an engagement platform I hope you'll go on there at some point and take a look at it there's all these different.

709

01:48:08.490 --> 01:48:17.790

Michelle Kennedy: Things you can do on there that we call widgets and one of the things that we wanted to do, and fortunately there Ross was willing to do it is.

710

01:48:18.150 --> 01:48:29.940

Michelle Kennedy: recorded a little video about why this is important, so you can click on that video on the main page of the Platform and and he he talks about why strategic planning is important and what the city's going to get out of it.

711

01:48:30.960 --> 01:48:38.550

Michelle Kennedy: There was a survey widget there so there's about 10 or 11 questions in a survey that the Community can go in and answer.

712

01:48:39.360 --> 01:48:48.120

Michelle Kennedy: there's something called an ideas, while, at the bottom of the screen there, and you can click on one of those six items and you can leave any kind of comment you want to leave about.

713

01:48:48.420 --> 01:48:59.430

Michelle Kennedy: Economic development or about your beliefs about what this city infrastructure needs or your thoughts about how the city beautification is going and what you like to see different.

714

01:49:00.120 --> 01:49:09.630

Michelle Kennedy: We also have a section here, where you can actually write out your vision for for Cooper city and and what you you hope it will look like.

715

01:49:10.200 --> 01:49:18.060

Michelle Kennedy: Five years from now, and so this platform is neat because we can look at the data from it real time we can monitor it real time.

716

01:49:18.750 --> 01:49:27.510

Michelle Kennedy: So we know how much traction it's getting our other strategic planning clients and I don't believe you will be any different literally we've gotten thousands of hits.

717

01:49:27.870 --> 01:49:38.070

Michelle Kennedy: On the site so it's it's another way to get the Community to share their perspectives and their their beliefs and help them to feel like they're part of the process.

718

01:49:40.050 --> 01:49:50.370

Michelle Kennedy: So our upcoming activities and we're going to be putting all of this strategic analysis together into a document was actually a slide deck that we call an environmental scan.

719

01:49:50.730 --> 01:49:58.740

Michelle Kennedy: And it really serves as the foundation for the whole strategic planning effort, because it provides a snapshot in time of what.

720

01:49:59.310 --> 01:50:07.050

Michelle Kennedy: The environment is like in Cooper city, what are the trends you're facing where the challenges you're facing what are the opportunities you're facing.

721

01:50:07.320 --> 01:50:11.340

Michelle Kennedy: What are the things you're proud of what are the things that are important to your residents.

722

01:50:12.090 --> 01:50:20.220

Michelle Kennedy: That will all go into the environmental scan will present it at the Community vision forums, at the end of July we're going to hold three of them.

723

01:50:20.700 --> 01:50:33.270

Michelle Kennedy: And the public is invited at large to attend and we we take them through a process where you know we asked them a couple of poll questions and then we put them in small group discussions, where they get to tell us their ideas for the future.

724

01:50:33.840 --> 01:50:39.420

Michelle Kennedy: And then we pull that environmental scan and that Community vision input together into a report.

725

01:50:39.810 --> 01:50:54.120

Michelle Kennedy: And that serves as the kickoff to the actual strategic planning process where we start identifying priorities and setting goals and creating actions that you can actually take and implement over a one to two year period.

726

01:50:56.700 --> 01:51:05.880

Michelle Kennedy: So that's our process that's where we are things are going along very well we've received tremendous support from the city staff.

727

01:51:06.360 --> 01:51:15.660

Michelle Kennedy: On anything that we've asked for we've gotten they've been a great partner in this effort, we always see these engagements as partnership between consultants and.

728

01:51:16.080 --> 01:51:28.380

Michelle Kennedy: And, and the city and it has certainly been that way, to date, so I just wanted to compliment on the team that we've been working with there, and for your interest in this process in your engagement in it.

729

01:51:30.840 --> 01:51:33.060

Cooper City Hall: Thank you very much, do you have any questions.

730

01:51:34.980 --> 01:51:36.900

Cooper City Hall: Please multiply good evening miss Kennedy.

731

01:51:37.620 --> 01:51:38.340

Michelle Kennedy: Good evening.

732

01:51:38.910 --> 01:51:46.740

Cooper City Hall: just want just one quick comment I looked up meeting with you on Thursday at two o'clock I think we're scheduled three I don't think an hour is going to be enough look forward to seeing you.

733

01:51:47.220 --> 01:51:58.110

Michelle Kennedy: You know, it might not be and I, this is our philosophy we do what it takes so if an hour is scheduled and we need 90 minutes or two hours to finish the conversation.

734

01:51:58.410 --> 01:52:14.580

Michelle Kennedy: that's what we do, because this is a super important part of the process, the end product is only as good as the input received from all the different constituencies of the city, so we take a lot of time up front to get that right.

735

01:52:15.270 --> 01:52:24.030

Cooper City Hall: Now, and you've already seen how engaged everybody is in Cooper city from the residents to the Advisory Board team Council, the Commission our staff.

736

01:52:25.170 --> 01:52:28.020

Cooper City Hall: Just being bring plenty plenty of pens, because you may run out of ink.

737

01:52:29.040 --> 01:52:31.650

Michelle Kennedy: I time I have a computer that never runs out.

738

01:52:33.300 --> 01:52:34.380

Cooper City Hall: look forward to seeing you Thursday.

739

01:52:36.120 --> 01:52:38.280

Michelle Kennedy: And same with you, I Commissioner green.

740

01:52:39.150 --> 01:52:47.490

Cooper City Hall: Michelle I want to say thank you again for listening to me respond to the questions, but more importantly.

741

01:52:48.210 --> 01:53:05.880

Cooper City Hall: I tonight when we did the consent of changing be so to the forefront over your presentation, I gave it a lot of thought, because I thought, based on my answers you should be able to hear what was going on, and I hope that you pay close attention to that.

742

01:53:07.980 --> 01:53:11.250

Cooper City Hall: You understand where my answers come from so.

743

01:53:11.280 --> 01:53:22.050

Michelle Kennedy: Yes, and you know that even, even if we don't always get invited for updates frequently we like to listen in on Commission and Council meetings when we can.

744

01:53:22.380 --> 01:53:36.450

Michelle Kennedy: Because it helps prepare us for the planning process and helps ground us in the things that are important to you and that are that are that are going to be maybe hard strategic decisions for you so very valuable to be able to hear that.

745

01:53:37.380 --> 01:53:41.280

Cooper City Hall: Very good, I appreciate it anything more Commission Green Commissioner pulcini.

746

01:53:43.980 --> 01:53:44.940

Commissioner Pulcini: i'm fine Thank you.

747

01:53:45.570 --> 01:53:46.200

Cooper City Hall: Thank you.

748

01:53:46.440 --> 01:53:49.530

Michelle Kennedy: Thank you very much, I look forward to continuing the work with you.

749

01:53:50.190 --> 01:53:51.660

Cooper City Hall: You gotta take care, thank you.

750

01:53:51.960 --> 01:53:53.010

Michelle Kennedy: You too bye bye.

751

01:53:54.000 --> 01:54:00.180

Cooper City Hall: Moving on to the financial report for may 2021 is bridgeman I assume.

752

01:54:01.440 --> 01:54:02.220

Am I right Joe.

753

01:54:07.440 --> 01:54:09.180

Cooper City Hall: Is bridgman come on down.

754

01:54:24.570 --> 01:54:31.470



Cooper City Hall: In the meantime, maybe she's back to the starting crunching the numbers you never know do have emotion on the consent agenda.

755

01:54:32.670 --> 01:54:35.640

Cooper City Hall: So move, so I can mention a green second by second.

756

01:54:35.670 --> 01:54:36.210

Second.

757

01:54:39.030 --> 01:54:43.590

Cooper City Hall: All about Krishna shutter yes, Mr Meltzer yes mission or puccini.

758

01:54:43.890 --> 01:54:48.930

Cooper City Hall: Yes, mission or green, yes, there is yes, and we now have miss bridgeman.

759

01:54:55.980 --> 01:54:57.390

Cooper City Hall: Good evening are you doing.

760

01:54:58.770 --> 01:55:00.150

Cooper City Hall: Well, you can tell from my head.

761

01:55:01.770 --> 01:55:13.830

Cooper City Hall: So, the reason I said i'm going to be Houdini today because i'm kind of in and out, I was on a roll down to my my last five open items.

762

01:55:15.540 --> 01:55:26.400

Cooper City Hall: I just wanted to complete them but i'm so i'm not going to take a long time i'm going to say i'm going to leave, let me use the time to finish up.

763

01:55:27.000 --> 01:55:37.290

Cooper City Hall: But on a good side when you look at where we are for the financials we are pretty well situated when you're looking at budget of actual for this year.

764

01:55:38.400 --> 01:55:56.460

Cooper City Hall: or expenses or below where it is supposed to be there, which used to be a 66.6% and we had like 59% and for the revenues already, we would collected, most of it up front so we're still good So if you do not mind i'm really.

765

01:55:57.480 --> 01:56:08.130

Cooper City Hall: asking you to please let me finish on a row i'm on a crunch and and i'm trying to do as much as I can today to post everything that I need to post.

766

01:56:08.730 --> 01:56:25.980

Cooper City Hall: and staff is waiting for me I don't mind, what about you, you go right ahead, thank you, thank you, that the our Convention melter i'm sorry, good evening sandy just one quick thing you can get off the answer me right now, but if you can get back to me.

767

01:56:27.780 --> 01:56:29.100

Cooper City Hall: In the the general fund.

768

01:56:30.450 --> 01:56:31.320

Cooper City Hall: fund balance.

769

01:56:32.370 --> 01:56:42.480

Cooper City Hall: it's 3 million that I think it was 3 million that we were going to change to committed right is that included in the in the fund balance, for we yes, when we get the well.

770

01:56:42.930 --> 01:56:47.070

Cooper City Hall: The fund balance that you see now is not the correct one because I have to break it down for you.

771

01:56:47.400 --> 01:56:58.740

Cooper City Hall: And that's one of the last exercises that we do, and at the end or enough so, but we are going to you voted to put to switch it with so we can we can, but as of right now it's included, you know that fund balances showing as 18 million.

772

01:57:00.240 --> 01:57:11.100

Cooper City Hall: correct, but the breakdown of it, of what goes on to unrestricted and committed and you'll get that to us right perfect Thank you have a good evening, thank you, anyone else.

773

01:57:12.570 --> 01:57:17.610

Cooper City Hall: Okay, thank you, thank you and there, she goes disappearing.

774

01:57:19.740 --> 01:57:23.160

Cooper City Hall: Moving on to Item number six appointments to the city Ward.

775

01:57:25.590 --> 01:57:39.030

Cooper City Hall: Oh that's it's still part of content, my apartment my apologies, regular agenda posted to improve the schedule for budget meetings and hearing, so the fiscal year 2022 budget do I have emotion I got a question on that one doing motion person that has question.

776

01:57:40.560 --> 01:57:41.490

Cooper City Hall: You don't want to prove it.

777

01:57:43.470 --> 01:57:44.640

Commissioner Pulcini: The motion for discussion.

778

01:57:45.300 --> 01:57:47.010

Cooper City Hall: Thank you, second.

779

01:57:48.150 --> 01:57:52.380

Cooper City Hall: I appreciate the the motion and the second I commissioned officer.

780

01:57:53.460 --> 01:58:00.150

Cooper City Hall: which I, you know I felt when we last time we talked about having a our workshop.

781

01:58:01.980 --> 01:58:06.030

Cooper City Hall: Not you know before we set the the tentative millage.

782

01:58:07.140 --> 01:58:13.170

Cooper City Hall: So that it was going to be rather soon, this has us and the end of August.

783

01:58:15.810 --> 01:58:21.630

Cooper City Hall: So that that was you know, we discussed the last time, having that that workshop over your line by line.

784

01:58:22.080 --> 01:58:24.420

Commissioner Pulcini: I don't even call it a workshop meeting.

785

01:58:24.990 --> 01:58:27.540

Cooper City Hall: yeah let's not call it a workshop you can't vote in a workshop.

786

01:58:28.470 --> 01:58:29.250

Commissioner Pulcini: Follow the meeting.

787

01:58:33.030 --> 01:58:34.650

Commissioner Pulcini: But we have to have it before.

788

01:58:35.760 --> 01:58:37.770

Commissioner Pulcini: We decide on the tentative millage.

789

01:58:38.910 --> 01:58:49.080

Cooper City Hall: I thought we were going to do that at the July you're going to discuss the tentative millage then, but we cannot go the line by line on the budget.

790

01:58:50.340 --> 01:58:59.190

Cooper City Hall: On July 13 all we're doing it that, as far as the millage goes we're setting a a maximum right right right, we could set it at 10 exact one and then.

791

01:58:59.700 --> 01:59:14.790

Cooper City Hall: yeah but didn't know, we had this like deja vu we had this conversation the resonance get whatever we set and they're going to think that they could go up and it says, if nothing changes, this is what your bill is going to be so we discussed having it before that or with it.

792

01:59:15.810 --> 01:59:24.510

Cooper City Hall: But is it feasible to get but in order to do that, I agree, I principle with what you're saying, but in order to do that, are we going to be able to have line by line budget numbers to.

793

01:59:25.470 --> 01:59:32.190

Cooper City Hall: be able to massage why we have you can print the lines from last year, you know I thought you're talking to me.

794

01:59:33.390 --> 01:59:42.990

Cooper City Hall: know, and I, and I stated this last budget, I mean last meeting that we will submit the budget on August 15 that's when will require just submitted, and we will.

795

01:59:43.380 --> 01:59:53.670

Cooper City Hall: And then the workshop on the 24th is the opportunity to go line by line on the budget, we made about we don't we won't have the budget prepared to go line by line by July 13.

796

01:59:56.040 --> 02:00:05.100

Cooper City Hall: So then, what is the point of a tentative millage and assessment what what How would we know what to say to set it out if we don't have any information.

797

02:00:06.390 --> 02:00:12.270

Cooper City Hall: Because that's when they want us to do it well, let me ask you this, would you feel more comfortable if we had another workshop.

798

02:00:13.500 --> 02:00:20.640

Cooper City Hall: Prior to setting the tentative millage on July 13th the 11th hour meeting the 11,000 homes are.

799

02:00:21.330 --> 02:00:31.800

Cooper City Hall: Based off what we do July 13 Greg lemond that's that's what's going to notice is going to be right yeah So what do you feel more comfortable if we had if we create another yeah that's I thought we said, the last time and then.

800

02:00:32.250 --> 02:00:39.930

Cooper City Hall: schedule yeah we had the specific conversation, and I said well no we're going to do the trim it's going to go out, we can pull the minutes we just approved.

801

02:00:39.960 --> 02:00:41.490

Commissioner Pulcini: that's Okay, no need no need.

802

02:00:42.240 --> 02:00:42.600

Commissioner Pulcini: No need to.

803

02:00:43.710 --> 02:00:57.600

Cooper City Hall: sell I don't have a problem with easier consensus that you want to meet before the third the 13th of July yeah we're on it whatever they want, but it's got to be we, how do we set it even if we went over last.

804

02:00:57.600 --> 02:00:59.520

Commissioner Pulcini: set a meeting for the 13th of July.

805

02:01:00.870 --> 02:01:01.410

Cooper City Hall: We have.

806

02:01:03.570 --> 02:01:06.000



Commissioner Pulcini: We have we have one before the 13th.

807

02:01:06.900 --> 02:01:11.040

Cooper City Hall: We do not, that my question is, do you feel the need to have one before the.

808

02:01:13.140 --> 02:01:22.650

Cooper City Hall: Other tablet on 13 is it is it feasible, is my question and what i've heard from Joe is the answer is no, because he won't have the budget ready for a line by line.

809

02:01:22.710 --> 02:01:27.810

Commissioner Pulcini: What will work with it will work with a budget versus actual from.

810

02:01:27.840 --> 02:01:28.080

This.

811

02:01:30.120 --> 02:01:31.410

Commissioner Pulcini: will work with what path.

812

02:01:32.610 --> 02:01:40.410

Cooper City Hall: And with what you have I mean it's not there, it doesn't happen between I mean there has to be some pre planning and we know it might not be final but.

813

02:01:41.190 --> 02:01:50.940

Cooper City Hall: I don't want to send out a you know trim you don't get it, because it's I mean it's official you know you get it in from the property version and you're like what and, and so we have to.

814

02:01:50.970 --> 02:01:55.560

Commissioner Pulcini: yeah I do not want to send out 10 I disagree with commissionable Sir.

815

02:01:56.190 --> 02:02:10.860

Cooper City Hall: No, no, I don't think you know that wasn't what I was implying and and and if you ever wanted stack the Commission meeting with residents suggest 10% milling and we'll get them out here well if we're going to do that, then.

816

02:02:11.970 --> 02:02:18.360

Cooper City Hall: I would prefer that we do it, and the second meeting in July Okay, just so we have more time to prepare.

817

02:02:19.230 --> 02:02:20.280

Commissioner Pulcini: When is the millage do.

818

02:02:21.000 --> 02:02:22.230

Cooper City Hall: The fourth of August.

819

02:02:22.590 --> 02:02:23.610

Commissioner Pulcini: 4 amendment's okay.

820

02:02:23.730 --> 02:02:27.690

Cooper City Hall: The problem is, you have that what do we base our decision on the 13th on.

821

02:02:35.220 --> 02:02:44.040

Cooper City Hall: This Commission gave a didn't we give you that date of June, July, the 13th Mr that's what we talked about last time, but I think the expectations are a little different now on.

822

02:02:44.670 --> 02:02:49.980

Cooper City Hall: Present so when is it when is it number actually due to the August 4 down to August 4 attentiveness.

823

02:02:50.520 --> 02:03:01.200

Cooper City Hall: i'm sorry okay yeah so now let's push that back now because when we change the Charter, it was said that although we're pushing back the deadline we were still going to have it early on.

824

02:03:01.770 --> 02:03:14.640

Cooper City Hall: So, but yeah so let's change that that that whole tentative one, I just wanted the same day so we'll we'll do it at the last meeting in July when it's fine I wouldn't have to 27 live it's the 27th yes okay.

825

02:03:16.020 --> 02:03:18.630

Cooper City Hall: actually agree everyone here agrees okay.

826

02:03:18.930 --> 02:03:20.490

Cooper City Hall: Yes, thank you.

827

02:03:21.930 --> 02:03:22.290

Cooper City Hall: Now.

828

02:03:23.550 --> 02:03:33.480

Cooper City Hall: You have a motion to approve the schedule for the budget, meetings and hearing sort of fiscal year 2022 with the understanding motion over that it's going to be on July 22.

829

02:03:33.840 --> 02:03:39.540

Cooper City Hall: The second 27th excuse me i've motion to approve by Commission and try to do have a second.

830

02:03:41.670 --> 02:03:48.300

Cooper City Hall: Any further discussion hearing none all the vote Commissioner shouter yes miss your mouth Sir Krishna puccini.

831

02:03:48.480 --> 02:04:04.830

Cooper City Hall: Yes, Krishna green yes me Ross yes, moving on to Item number eight do I have most proven in a local agreement with town a Davey for a treated sewer he lewin effluent pipe connection can be inefficient one motion to approve.

832

02:04:05.940 --> 02:04:10.230

Cooper City Hall: So i'll take it by Commissioner postini second bike mentioned.

833

02:04:12.540 --> 02:04:14.100

Cooper City Hall: Discussing commissionable teeny.

834

02:04:14.460 --> 02:04:14.880

Nothing.

835

02:04:15.960 --> 02:04:18.690

Cooper City Hall: We have Mike at the podium, by the way, Commission and charter.

836

02:04:20.010 --> 02:04:23.040

Cooper City Hall: Commission the great Commission melter know.

837

02:04:24.180 --> 02:04:28.770

Cooper City Hall: Although we sure shutter yes sure Meltzer yes mission opportunity.

838

02:04:28.980 --> 02:04:36.720

Cooper City Hall: Yes, mission agree yes Eros yes, and thank you that's what happens when you meet before answer all the questions, thank you.

839

02:04:38.520 --> 02:04:49.560

Cooper City Hall: Moving on to Item number nine discussion on Oh, excuse me, we did that moving right along tonight even number 10 discussion regarding government Accounting Standards Board that unknown is gadsby.

840

02:04:49.830 --> 02:04:54.810

Commissioner Pulcini: Okay guys you don't have to discuss that that's just on the agenda.

841

02:04:55.860 --> 02:05:02.730

Commissioner Pulcini: As a courtesy, since so we received that request from guys be I don't expect to city to actually do it.

842

02:05:03.600 --> 02:05:18.840

Commissioner Pulcini: But at least we put it on the agenda if you guys want to discuss it, you can discuss it, but I do not expect the city to do it it's a it would take way too many resources and whatnot that the right point in time to will be doing this.

843

02:05:19.110 --> 02:05:25.620

Cooper City Hall: Commission pulteney are you withdrawing Item number 10 or are you wishing that you make a motion and it dies, for lack of second.

844

02:05:26.520 --> 02:05:29.280

Commissioner Pulcini: Okay i'll make a motion that will die for lack of seconds.

845

02:05:29.760 --> 02:05:32.370

Cooper City Hall: i'll second and, if you want it, I mean.

846

02:05:33.900 --> 02:05:36.960

Cooper City Hall: If you thought enough to put it on the agenda, then you know.

847

02:05:37.020 --> 02:05:39.390

Commissioner Pulcini: it's just you know, since since since they've asked.

848

02:05:39.750 --> 02:05:41.880

Commissioner Pulcini: Cities I thought it'd be a.

849

02:05:45.180 --> 02:05:46.230

Commissioner Pulcini: was back to.

850

02:05:46.440 --> 02:05:47.460

Cooper City Hall: receive a Commission from.

851

02:05:47.460 --> 02:05:53.220

Cooper City Hall: gasping for pushing there I don't think he got he called gas be called you specifically I.

852

02:05:53.550 --> 02:05:54.540

Commissioner Pulcini: know they emailed.

853

02:05:55.290 --> 02:05:58.350

Cooper City Hall: Welcome, Mr was in my wasn't that email share with the rest of it i'm just kidding.

854

02:05:59.730 --> 02:06:05.490

Cooper City Hall: This might not be a bad idea in the future, but I think the finance department said busy writing.

855

02:06:06.030 --> 02:06:14.730

Commissioner Pulcini: It in the future, maybe, something that we want to discuss and implement, but at this stage is definitely not something we won't be discussing.

856

02:06:14.880 --> 02:06:17.610

Cooper City Hall: We put it on the agenda for next year same day same time.

857

02:06:18.690 --> 02:06:23.910

Commissioner Pulcini: Hopefully we'll have a will be more stable and we can discuss it next year.

858

02:06:24.540 --> 02:06:25.380

Cooper City Hall: Thank you very much.

859

02:06:25.770 --> 02:06:26.970



Commissioner Pulcini: postpone it for next year.

860

02:06:27.660 --> 02:06:43.680

Cooper City Hall: You got it no argument, moving on to Item number 11 budget presentation to include adding a column to reflect any budget amendments motion or give me one moment and say boo correct it's Commissioner Puccini's item okay.

861

02:06:45.030 --> 02:06:45.450

Commissioner Pulcini: yeah.

862

02:06:45.840 --> 02:06:46.410

Cooper City Hall: i'm.

863

02:06:47.130 --> 02:06:48.390

Commissioner Pulcini: gonna basically when.

864

02:06:50.130 --> 02:06:50.490

Cooper City Hall: You.

865

02:06:51.630 --> 02:06:53.370

Cooper City Hall: Get the old one good Max.

866

02:06:54.810 --> 02:07:08.730

Commissioner Pulcini: Again presentation, or the budget online when you go online on a website, it shows \$57 million budget with a rollovers we have a \$62 million budget, I think we should present that.

867

02:07:09.750 --> 02:07:22.770

Commissioner Pulcini: As one budget on one spreadsheet showing different columns just added a column and saying this was amended both budget with rollovers increase with 62 million so.

868

02:07:23.820 --> 02:07:29.130

Cooper City Hall: I support that but I also think that we should put a definition of what a rollover is.

869

02:07:29.880 --> 02:07:35.970

Cooper City Hall: On there so that the public sees it says this is money that was already approved in a prior budget, but was not.

870

02:07:36.510 --> 02:07:48.690

Cooper City Hall: Used yet so it doesn't look like because we already had that once where somebody took the Facebook and said that we we amended the budget by X amount of million, and I said I didn't I wasn't that a vote for that so.

871

02:07:49.410 --> 02:07:55.110

Cooper City Hall: If it's possible with the software to add that notification I think it'd be helpful Max do you have any objection tanning.

872

02:07:55.110 --> 02:07:58.500

Commissioner Pulcini: definitely no absolutely that the more we notify the better.

873

02:07:59.190 --> 02:08:15.030

Cooper City Hall: The boys are happy I have emotion by Commissioner pulcini do have a second second by Convention and Meltzer any further discussion from the Commission hearing nothing called a boat with your shutter yes mission amount serious mission of porcine.

874

02:08:15.300 --> 02:08:22.080

Cooper City Hall: Yes, Krishna green, yes, there is yes, moving on to Resolution 21 dash 29 Jacob.

875

02:08:23.670 --> 02:08:24.990

Cooper City Hall: computing their Commission.

876

02:08:25.230 --> 02:08:36.840

Cooper City Hall: Resolution 2129 is a resolution, the city Commission to be Cooper city Florida supporting and approving the southwest hundred and six avenue roadway Improvement Plan references, the project is more particular describing the exhibit a texture to incorporate here in.

877

02:08:37.320 --> 02:08:44.880

Cooper City Hall: authorizing and directing the appropriate city officials to take any and all action necessary to effectuate the intent of this resolution by conflict fine for severability apply for an effective date.

878

02:08:45.780 --> 02:08:54.750

Cooper City Hall: range of motion motion or per second by second my Commission, a green discussing commissioned a starter pricing green.

879

02:08:55.950 --> 02:08:57.060

Cooper City Hall: Commissioner Max.

880

02:08:57.720 --> 02:08:58.470

Commissioner Pulcini: No, thank you.

881

02:08:59.310 --> 02:09:05.970

Cooper City Hall: Mr melter nothing mayor was all about Commissioner shouter yes mission or Meltzer yes mission or porcine.

882

02:09:06.240 --> 02:09:09.330

Cooper City Hall: Yes, Commissioner, green, yes, yes.

883

02:09:09.930 --> 02:09:20.550

Cooper City Hall: Moving on to Item number 13 resolution 21 days 30 Jacob Thank you mayor Commission the items resolution, the city Commission the city Cooper city Florida supporting and approving the hiatus wrote a roadway Improvement Plan.

884

02:09:20.790 --> 02:09:23.940

Cooper City Hall: says the project as more particular describe an exhibit a test your to.

885

02:09:24.180 --> 02:09:38.070

Cooper City Hall: be here in authorizing in directing the appropriate city officials to take any action necessary to effectuate the tenants resolution fighter for conflict severability and fight for an effective date motion never have, I have a motion by business rotted second back mentioned Meltzer.

886

02:09:39.510 --> 02:09:39.780

Cooper City Hall: Mr.

887

02:09:40.980 --> 02:09:45.060

Cooper City Hall: rosen realtor nothing arrows green missionary pulteney.

888

02:09:45.600 --> 02:09:50.670

Cooper City Hall: Nothing all about Commissioner shouter yes mission amount, Sir, yes, Mr porcine.

889

02:09:51.060 --> 02:09:57.780

Cooper City Hall: Yes, Commissioner, green yes Eros yes, moving on to item 14 resolution 21 days 31 jake.

890

02:09:57.930 --> 02:10:02.550

Cooper City Hall: Thank you mayor The item is a resolution that city Commission city Cooper city Florida supporting and improving the southwest.

891

02:10:02.580 --> 02:10:08.520

Cooper City Hall: 98th avenue roadway Improvement Plan reference does the project as more particular described new exhibit a texture to incorporated here in.

892

02:10:08.580 --> 02:10:16.920

Cooper City Hall: authorizing and directing the appropriate city officials to take any and all action necessary to effectuate the intent of this resolution five for conflicts defined for severability and finding for effective date.

893

02:10:17.730 --> 02:10:26.400

Cooper City Hall: Of motion motion improve second by commissioning strider second by Chris green Charter is a great mission to Max.

894

02:10:26.820 --> 02:10:27.420

Yes.

895

02:10:30.570 --> 02:10:31.590

Cooper City Hall: Thank you for that book.

896

02:10:32.970 --> 02:10:43.890

Cooper City Hall: Nothing there Ross all about mission shatter yes mission or Meltzer Yes, Commissioner pulteney yes for sure green yes neurons yes Mike please don't talk too much next time.

897

02:10:45.570 --> 02:10:46.860

Cooper City Hall: Cindy managers report.

898

02:10:50.400 --> 02:11:01.200

Cooper City Hall: Mr Mayor really don't have anything like I do want to thank everybody for their support on the high school graduation prayed it turned out extremely well, like to thank our recreation department or.

899

02:11:02.340 --> 02:11:13.050

Cooper City Hall: or public works department, of course, be so, but actually executed flawlessly Thank you and your support as well, the Commission supports Thank you.

900

02:11:13.980 --> 02:11:20.130

Cooper City Hall: I said eternal before Thank you mayor just a couple quick reminders you may have heard this from the city clerk or from this morning already but.

901

02:11:20.190 --> 02:11:29.820

Cooper City Hall: It is nearing the end of June, just a reminder that form ones and the outside concurrent employment disclosures need to be filed with the city clerk and the supervisor of elections by July 1.

902

02:11:30.270 --> 02:11:38.130

Cooper City Hall: And, to the extent that anybody needs ethics training also reminded about league of cities as a five hour ethics, excuse me for our ethics training scheduled for Friday morning.

903

02:11:38.430 --> 02:11:42.810

Cooper City Hall: it's a virtual training session if anybody needs the access information, we can provide that through.

904

02:11:43.110 --> 02:11:48.390

Cooper City Hall: You know our office or through the league's office that's all I have in there, thank you yeah quick question is it a rolling year.

905

02:11:48.630 --> 02:11:51.300

Cooper City Hall: Rather than 12 months, we have to do it or it's.

906

02:11:51.540 --> 02:12:03.270

Cooper City Hall: This calendar year there was some debate about that early on, it used to say annual and there was some question as to whether the reporting requirement ran with your election cycle, but it was amended in 2015 to provide for reporting on the annual year calendar year.

907

02:12:04.530 --> 02:12:10.410

Cooper City Hall: So so January to December, but we're reporting in July, for learning in July, for 2020 correct.

908

02:12:11.910 --> 02:12:15.480

Cooper City Hall: Thank you, I think that's Jim sorry that's true about the state and county requirement.

909

02:12:17.280 --> 02:12:26.070

Cooper City Hall: From for the ethics training right yeah but same but there's the state ethics training requirement and accounting ethics training requirement, they can be satisfied concurrently but both of them run with the calendar year.



910

02:12:28.590 --> 02:12:31.350

Cooper City Hall: Alright, thank you any questions of the city attorney.

911

02:12:32.580 --> 02:12:38.700

Cooper City Hall: Hearing none police chief report getting the air fresheners to the manager staff and residents.

912

02:12:39.510 --> 02:12:45.750

Cooper City Hall: Few follow up items I just want to remind the residents and the city that the summer school session has started this week.

913

02:12:46.650 --> 02:12:57.510

Cooper City Hall: From July 22 until the end of July 21 till the end of July, that is going to be for pioneer middle school and for embassy creek elementary.

914

02:12:57.900 --> 02:13:09.180

Cooper City Hall: pioneer middle school has a four hour block of 7:30am to 11:30am and embassy creek from 9:30am to 1:30pm I want to remind the residents, for the sake of.

915

02:13:10.590 --> 02:13:20.760

Cooper City Hall: Ensuring that the school zones are being heated darkening traffic engineering did program the schools on flashers to accommodate this summer school session.

916

02:13:21.270 --> 02:13:35.580

Cooper City Hall: And I just want to remind the residents to abide by those for the safety of the pedestrians for the children and also just as a friendly heads up as far as the school zones flashing during those specific times for drop off and pick up.

917

02:13:36.690 --> 02:13:45.420

Cooper City Hall: regards to code compliance the commercial Plaza initiative in partnership with the city continues, we actually have a meeting with the city manager this week Thursday.

918

02:13:46.050 --> 02:13:49.920

Cooper City Hall: To discuss the progress of this, but since i'm here today.

919

02:13:50.430 --> 02:13:58.110

Cooper City Hall: we're up to 42 locations and compliance 24 locations that have received notice of violations that we're still working proactively with them.

920

02:13:58.350 --> 02:14:06.540

Cooper City Hall: To gain compliance three more than separate magistrate, which includes the CVs for your trip to cal and Chester brooks academy and as of the.

921

02:14:07.110 --> 02:14:23.520

Cooper City Hall: June 2 magistrate hearing the walgreens that I mentioned to you on the last update was found in violation and the initial 30 days to comply, so my team is monitoring that for compliance and hopefully we'll find it in compliance within that 30 day period.

922

02:14:24.780 --> 02:14:34.470

Cooper City Hall: reminder to the residents, there were new code assignments zone shifts that were made to provide better efficiencies to the residents, you can.

923

02:14:34.770 --> 02:14:48.750

Cooper City Hall: navigate the city's web page the city has posted that for the residents to know who their code inspector is and then that change there was a dedicated commercial Plaza code inspector, which was code inspector real.

924

02:14:50.490 --> 02:15:00.300

Cooper City Hall: friendly heads up there will be a code enforcement sweep city wide that is taking place this week, in fact, my team is out there tonight and a code enforcement sweep.

925

02:15:00.600 --> 02:15:08.610

Cooper City Hall: i'm pleased to let you know that in this week I even had to sergeants volunteer who are not part of code enforcement to assist with the sweep.

926

02:15:09.120 --> 02:15:22.080

Cooper City Hall: The be better in tune with the city initiative and with the code compliance procedures of the city and, in addition to that a CSA, as promised, has been staffed and allocated towards that, to ensure that we're.

927

02:15:22.740 --> 02:15:33.750

Cooper City Hall: Having that cross training taking place with the resources and trusted to my team, so I look forward to positive results from that coach clients with this week, as in the past cases that we've done.

928

02:15:34.320 --> 02:15:45.840

Cooper City Hall: I want to provide you an update in regards to the retro fitness burglary, as you know, on June 7 earlier this month, we had a burglary at the retro fitness over there on Griffin road.

929

02:15:46.380 --> 02:15:54.510

Cooper City Hall: was on June 7 that that burglary occurred, it was a case of a bank jogger, if you remember a couple months back I had brief this Commission.

930

02:15:54.870 --> 02:16:14.940

Cooper City Hall: On a new trend that had come down the south border that originated in Texas, which was called bank jogging which entails a professional group of criminals that particularly watch the banks for people were drawing large sums of money and follow them to locations where they might park.

931

02:16:15.960 --> 02:16:24.120

Cooper City Hall: With the anticipation, is really the envelope with the money in the vehicle so that was this particular case where a person was fault and a printer pines.

932

02:16:24.570 --> 02:16:36.000

Cooper City Hall: bank and they had pulled into the retro fitness and were targeted for the cash reason I share this with you is that I want to remind the residents, that if you need to make cash withdrawals at any bank.

933

02:16:36.450 --> 02:16:46.890

Cooper City Hall: It is very important that when you make those withdrawals that you go somewhere safely to deposit that withdraw where, to put it in a safe location, I know that we tend to run errands.

934

02:16:47.640 --> 02:16:56.880

Cooper City Hall: In conjunction with bank stops and that's why a lot of times residents will take their withdraw money to the store and leave it in the.

935

02:16:57.630 --> 02:17:06.810

Cooper City Hall: Public apartment if you have to do that keep the money on your person and always be aware of your surroundings, if you see anything suspicious contact the police department.

936

02:17:07.200 --> 02:17:14.490

Cooper City Hall: And let us know, and we can come out and assist you in this particular case i'm pleased to let the Commission know, though, that three days later on June 10.

937

02:17:14.940 --> 02:17:23.010

Cooper City Hall: We did identify and apprehend those criminals and the city of plantation, with the support of our burglary apprehension team.

938

02:17:23.490 --> 02:17:30.000

Cooper City Hall: And they were brought back here to Cooper city were to pursue detectives interview them and obtain confessions in those cases, and they were charged accordingly.

939

02:17:30.930 --> 02:17:38.370

Cooper City Hall: And then know what I want to remind our residents, the importance of our 9pm initiative we've had a great reduction and burglary conveyancers in the last six months.

940

02:17:39.120 --> 02:17:50.790

Cooper City Hall: But with the summer time and the kids out of school is important that we continue to see something say something continue to report any suspicious crime to the local police department.

941

02:17:51.120 --> 02:17:56.040

Cooper City Hall: And to continue to lock your doors and remove all belong to 9pm initiative.

942

02:17:56.760 --> 02:18:05.100

Cooper City Hall: regards to Community outreach hi i'm very excited that our steel P meeting that we held recently was a great success, we had a great turnout, a lot of.

943

02:18:05.790 --> 02:18:16.710

Cooper City Hall: Co op Members were actually if we had the entire room filled i'm in that in that building and i've been seeing the COPD is coming very often pulling that vehicle out and driving out.

944

02:18:17.100 --> 02:18:28.410

Cooper City Hall: i'm already doing their patrols these last couple weeks, so I appreciate our COPD if anybody in the Community desires have joined the local co op program please do contact.

945

02:18:28.980 --> 02:18:41.820

Cooper City Hall: My station, you can ask for deputy donnie Reynolds and 954-435-2000 and just make sure that you ask for applying for the CSP program and will assist you further with the.

946

02:18:43.020 --> 02:18:50.190

Cooper City Hall: Residents of just a quick reminder the shredder thon is upcoming on July 3 Saturday July 3 10am to 1pm.

947

02:18:50.910 --> 02:18:56.970

Cooper City Hall: that it will be, also in conjunction with the operation medicine cabinets So if you have any prescriptions that you need to drop off, you can bring those.

948

02:18:57.570 --> 02:19:10.500

Cooper City Hall: For the gift cards and as well as your boxes for that tread a thon on July 3, which is a Saturday from 10am to 1pm at the police station just outside of Sue Ellen park.

949

02:19:11.970 --> 02:19:17.250

Cooper City Hall: Mr Mayor, I wanted to update you on the last Commission meeting you had in conjunction with the Commission.

950

02:19:17.670 --> 02:19:31.620

Cooper City Hall: requesting information, specifically with the flamingo West park and how that ties into a technology plan, I wanted to let you know that since having that meeting i've met with city manager we work together on that plan i've already coordinated a meeting with the.

951

02:19:32.820 --> 02:19:40.980

Cooper City Hall: One of the vendors to come in with toward the city actually today, Mr manager, I appreciate you letting public works rob was a great assistance today.

952

02:19:41.550 --> 02:19:46.530

Cooper City Hall: With that plan and already have been working on putting that plan together to present to the city manager.

953

02:19:47.460 --> 02:19:58.500

Cooper City Hall: in coordination with this with the city and also reached out to the choice to notify them of this technology plan to gain their support and have some meetings scheduled this week to follow up on an initiative.

954

02:19:59.730 --> 02:20:06.510

Cooper City Hall: Lastly, the vacancies, we still have one day can see, which is the Community involvement specialist that posting did closed last week Friday.

955

02:20:07.050 --> 02:20:14.430

Cooper City Hall: They were over 50 applicants that applied for that so we're gonna have a lot of work shipping to those applicants to prepare the interview process.

956

02:20:14.850 --> 02:20:24.360

Cooper City Hall: And I did want to give you fair warning that sergeant Alex kowtows retirement is effective June 30 which will be his last working day, so we would have a.

957

02:20:25.200 --> 02:20:32.880

Cooper City Hall: period of about two days of that they can see before the nude sergeant starts on July 3 so I did want to give you fair warning on that.

958

02:20:33.990 --> 02:20:46.200



Cooper City Hall: That concludes my my chief report and how we just hope that it would be okay for me to state this at a relationship with the Commission not not trying to rehash the conversation I had earlier.

959

02:20:47.310 --> 02:20:56.460

Cooper City Hall: But I want to remind you mayor and permission city manager and a staff and all the residents that are here i'm available to you 24 seven.

960

02:20:58.020 --> 02:21:07.200

Cooper City Hall: Any problem that you need help with resolving i'm committed to helping you find solutions, I heard the sentiment, I heard the.

961

02:21:07.650 --> 02:21:18.480

Cooper City Hall: issues that were mentioned today, and I believe that there is a way to resolve those issues I have ideas and thoughts on how we could develop a better way of.

962

02:21:19.140 --> 02:21:25.620

Cooper City Hall: Working with our contract cities and perfecting the partnership of DSL with our contract cities, including Cooper city.

963

02:21:26.220 --> 02:21:31.260

Cooper City Hall: And i've discussed that with key people in my department and i've been working on preparing a.

964

02:21:32.010 --> 02:21:39.600

Cooper City Hall: memorandum to send up the chain of command to share some of those ideas, but I would just pray and hope that you would work with me on resolving.

965

02:21:40.290 --> 02:21:49.860

Cooper City Hall: All those issues, because I don't believe the problems are too big to resolve and I just want to remind you of the relationship that i've developed with each of you in the last nine months that i've been here.

966

02:21:50.400 --> 02:21:56.850

Cooper City Hall: That i'm here to help you solve those problems, and I believe in the Cooper city bsl partnership, thank you.

967

02:21:57.420 --> 02:22:10.440

Cooper City Hall: Thank you there's no doubt in my mind that I will always be available as you are to discuss it and I would absolutely before the July 14 meeting love to sit down with you and see what your thoughts are on that.

968

02:22:12.060 --> 02:22:14.760

Cooper City Hall: Thank you, and I do hope that.

969

02:22:15.840 --> 02:22:19.350

Cooper City Hall: Major granville heard the favorable.

970

02:22:20.880 --> 02:22:24.360

Cooper City Hall: Testimony from all of us, regarding your leadership.

971

02:22:27.420 --> 02:22:28.140

Cooper City Hall: Anything else.

972

02:22:30.480 --> 02:22:32.400

Cooper City Hall: Fire report chief Fisher.

973

02:22:33.540 --> 02:22:37.110

Cooper City Hall: Good evening Mare Commission residency manager.

974

02:22:38.940 --> 02:22:50.970

Cooper City Hall: First off, let me apologize not meeting Mohammed he's been at several events and that's on me, I take full responsibility for not introducing you to him.

975

02:22:51.690 --> 02:23:09.360

Cooper City Hall: he's a great individual that does a lot of outreach when we did the hypothermia event at the publix he was there at both publix is, and when we did eat to the beat he was there at our booth helping hand out.

976

02:23:10.440 --> 02:23:26.070

Cooper City Hall: Both on the dlp side as well as the fireside, so I do apologize that's on me for not introducing you to him, I can tell you, he is a great individual he does a lot of outreach stuff.

977

02:23:27.180 --> 02:23:47.610

Cooper City Hall: And i'll just share one thing about him the individual he delivers food he delivered a a box of food to a young lady she said, this is way too much food for me, I will share it with my neighbor and he said no, he went back and got more food for the neighbor.

978

02:23:48.750 --> 02:23:57.960

Cooper City Hall: So he is a great individual and I take full responsibility for not introducing you to him, so he has been here, and he is a great individual.

979

02:23:59.130 --> 02:23:59.760

Cooper City Hall: on that.

980

02:24:00.870 --> 02:24:21.900

Cooper City Hall: On the fireside we're dealing with in our training it's a training stand down time where Basically, this time of the year we do a stand down, where we review our rehab policies and hydration policies and stuff so we're not doing really any training outside it's all inside.

981

02:24:23.700 --> 02:24:32.760

Cooper City Hall: And we're reviewing line of duty death, so we kind of are doing that, as a as a group, our training division comes out does all of that so we're working on that.

982

02:24:33.930 --> 02:24:49.620

Cooper City Hall: One of the other things I wanted to talk about was a couple calls that we had this week that I thought were so sufficient to talk to you about one of them, we had talked about this earlier in the evening with the cardiac arrest that we had an MC lakes.

983

02:24:51.450 --> 02:24:57.840

Cooper City Hall: I want to tell you that the bystanders did everything correctly.

984

02:24:58.980 --> 02:25:10.740

Cooper City Hall: One person called 9111 person started cpr one person went got de de it worked smoothly, she talked about when our fire guy showed up fire rescue.

985

02:25:11.940 --> 02:25:26.010

Cooper City Hall: For that that's what we do, we are trained to do that it's just second nature for us to do that, so I want to really reach out to those individuals that work for the embassy.

986

02:25:27.360 --> 02:25:31.530

Cooper City Hall: likes property they did a great job.

987

02:25:34.440 --> 02:25:39.360

Cooper City Hall: Our CERT program we met on Wednesday night so we're back now to meeting.

988

02:25:40.830 --> 02:25:45.990

Cooper City Hall: on a monthly basis now in person, no more zooms and things like that.

989

02:25:48.150 --> 02:26:02.220

Cooper City Hall: Our platform should be back in service later in the week it's still motor pool had the couple things are finishing up on that, and with that we did have a rescue go out of service today.

990

02:26:03.930 --> 02:26:10.140

Cooper City Hall: So we have a spare rescue it went out right before the Commission meeting.

991

02:26:11.490 --> 02:26:23.760

Cooper City Hall: But we are in a Western spare so if they see a white rescue it's not the city of Western that's in that's just our spare that we're in and what spirit of we have for the platform.

992

02:26:25.050 --> 02:26:31.260

Cooper City Hall: we're still in the 2007 mention, why did they pick that one pink and set around.

993

02:26:33.060 --> 02:26:39.690

Cooper City Hall: Which one the rescue despair one the spare engine I haven't seen them called, why is it just faded.

994

02:26:42.600 --> 02:26:44.910

Cooper City Hall: that's the new fire engine read.

995

02:26:46.590 --> 02:26:49.320

Cooper City Hall: When it come from 2005 it's pink son.

996

02:26:50.610 --> 02:26:52.830

Cooper City Hall: got it now the rap and get the rap one.

997

02:26:55.050 --> 02:26:58.800

Cooper City Hall: so little satire yeah I even got it Thank you.

998

02:27:00.060 --> 02:27:00.270

know.

999

02:27:01.980 --> 02:27:12.840

Cooper City Hall: penny read any other questions I just had one question chief i'm glad surges back meeting monthly in person training is typically begins in January.

1000

02:27:14.280 --> 02:27:19.230

Cooper City Hall: Training for new you know I guess retraining and then for new members, certainly.

1001

02:27:20.430 --> 02:27:24.330

Cooper City Hall: January through April or so is that going to happen this year.

1002

02:27:25.500 --> 02:27:36.150

Cooper City Hall: I have to attend the conference in crystal river in August and once that's back, we will start that program Okay, and the only reason i'm asking is if.

1003

02:27:36.480 --> 02:27:49.170

Cooper City Hall: it's never too early to start promoting that you know, through the weekly blasts or on the website or social media see we can get some new members, yes okay great Thank you very much, have a good evening anything else.

1004

02:27:50.760 --> 02:27:54.750

Cooper City Hall: Captain I thank you, chief Kevin I have one question is.

1005

02:27:56.100 --> 02:28:08.070

Cooper City Hall: The see op car back end service, the White one and, if not do we have a loaner or a reserve car.

1006

02:28:09.630 --> 02:28:20.550

Cooper City Hall: Good evening i'm there I did see that the the Ford was not in a lot today so i'll check up on that for you, I did see the dodge charger there today, though, so we have one attitude.

1007

02:28:21.570 --> 02:28:35.670

Cooper City Hall: We have one out of two I assumed when I I did not see it today that it was in service but i'll reach out find out where it's at and then i'll get back to the city manager and you collect you know, thank you appreciate it you're welcome so.

1008

02:28:37.140 --> 02:28:37.830

Cooper City Hall: Anything else.

1009

02:28:39.120 --> 02:28:43.410

Cooper City Hall: Hearing none moving on to Convention and concerns mention a green.



1010

02:28:46.020 --> 02:28:54.600

Cooper City Hall: Thank you, my Ross just wanted to say thank you to Mr Napoli and the staff for the senior high school parade that went on.

1011

02:28:55.590 --> 02:29:08.460

Cooper City Hall: It was it was flawless Thank you so much, I think everyone that was there enjoyed themselves and kudos kudos to police and fire and all the folks that made it happen, and then I don't believe that will be seeing each other.

1012

02:29:09.900 --> 02:29:17.760

Cooper City Hall: Before the fourth of July, so I just want to wish everyone a happy fourth of July that's all I have here, thank you, thank you Commissioner jeannie.

1013

02:29:22.260 --> 02:29:25.680

Commissioner Pulcini: Happy fourth of July and sorry I couldn't attend in person.

1014

02:29:27.150 --> 02:29:29.010

Commissioner Pulcini: You guys did awesome great meeting.

1015

02:29:31.950 --> 02:29:33.690

Commissioner Pulcini: that's it Thank you.

1016

02:29:34.980 --> 02:29:36.780

Cooper City Hall: Thank you very much, feel better.

1017

02:29:37.350 --> 02:29:40.020

Cooper City Hall: Commissioner Meltzer thanks mayor Ross.

1018

02:29:41.100 --> 02:29:49.170

Cooper City Hall: Just one question of city manager with at the last meeting when we were discussing Renaissance, I believe we're looking for clarification on the conditional use.

1019

02:29:49.980 --> 02:30:01.170

Cooper City Hall: Agreement that was signed, I don't know if you sent us the clarification, no, we haven't sent that Okay, if you can get that yeah it's like to get that back on the agenda and.

1020

02:30:02.520 --> 02:30:04.770

Cooper City Hall: And you know for discussion and.

1021

02:30:05.820 --> 02:30:10.350

Cooper City Hall: You bring miss McCartney back in here and possibly principal self.

1022

02:30:12.120 --> 02:30:17.100

Cooper City Hall: will do our Thank you that's all I have this evening you commissioned a charter yes there's a couple things.

1023

02:30:18.210 --> 02:30:27.120

Cooper City Hall: One we with regard to the police department and the information that you're going to likely gather.

1024

02:30:28.680 --> 02:30:33.750

Cooper City Hall: The manager, one of the things I think that we should look at is if.

1025

02:30:34.770 --> 02:30:44.070

Cooper City Hall: person, we have to hire to do this is a sworn personal like a police chief, I think that we might be able to pay for that, under the.

1026

02:30:45.240 --> 02:30:53.220

Cooper City Hall: American recovery plan, because we did have lost in sworn positions and part of it is replacing positions that were.

1027

02:30:54.300 --> 02:31:01.620

Cooper City Hall: cut, so we have with foresworn positions that were lost, so I think we should look at being able to fund.

1028

02:31:02.820 --> 02:31:07.260

Cooper City Hall: That position and happening that would have is, you have to be a sworn sworn person who has.

1029

02:31:08.370 --> 02:31:16.620

Cooper City Hall: powers and and and that would be a great way to help us offset startup costs so that's one thing i'd like the manager, to take a look at.

1030

02:31:17.970 --> 02:31:25.920

Cooper City Hall: With regard to the police chief yeah I think he's done a phenomenal job Captain he Giovanni his staff has done a great job.

1031

02:31:26.400 --> 02:31:40.740

Cooper City Hall: And if we end up opening or and police department I hope he so aloneness him the way they've learned this captains in the past or not us, but other other departments and help us really build that bond between our county law enforcement in our city, law enforcement.

1032

02:31:43.020 --> 02:31:44.310

Cooper City Hall: Have a couple other things.

1033

02:31:45.600 --> 02:32:06.090

Cooper City Hall: For the manager you send us some some or extent as a candidate, you wanted to recommend for public works director I haven't had time to look into it too much, but I did want I thought about maybe all in my mind, I thought we were going to maybe have a discussion this budget about re.

1034

02:32:07.110 --> 02:32:15.960

Cooper City Hall: organizing public works and putting maybe parks under parks and REC i'm maybe that was just my mind, but I thought we discussed that and so, whatever we do, I think if there.

1035

02:32:16.410 --> 02:32:23.910

Cooper City Hall: is going to be any reorganization of that department, we need to take that into consideration.

1036

02:32:24.600 --> 02:32:29.130

Cooper City Hall: Before we hire a person or that person has to know be part of that game plan, because I would.

1037

02:32:29.490 --> 02:32:37.500

Cooper City Hall: hate to hire someone who thinks they're going to come do X job, and then we change that job right away, especially this candidate you sent us would be relocating so.

1038

02:32:38.370 --> 02:32:48.930

Cooper City Hall: You know haven't looked really pros or cons, but if we end up shifting several employees under parks from parts under parks and REC that's almost half about works department.

1039

02:32:50.250 --> 02:32:56.370

Cooper City Hall: So I just want to make sure we're not we do that in the right order and in the horse before the cart on it.

1040

02:32:58.530 --> 02:33:06.390

Cooper City Hall: One other thing I would like to see us to do and move forward on, especially with the fact we now have a communication coordinator, I would like to.

1041

02:33:07.140 --> 02:33:22.290

Cooper City Hall: get a consensus from the group to acquire the website address Cooper city that golf it's available, we could acquire that from the government it's about \$400 initially, and I would like to see a start.

1042

02:33:23.460 --> 02:33:36.270

Cooper City Hall: Transferring to that web address, and so we wouldn't throw everything out that we have business cards you just you know you would put a forward on it, and anything new, you said a Cooper city fl.org it would be corruption that gov.

1043

02:33:37.320 --> 02:33:48.750

Cooper City Hall: And, and so that's a small really a small price i've printed out the form to do it before and giving it to staff, it seems like you know I think that's.

1044

02:33:49.650 --> 02:33:55.380

Cooper City Hall: And does anyone oppose the currency that governs our website I don't oppose it, I just want to know what the benefit is.

1045

02:33:56.160 --> 02:34:09.120

Cooper City Hall: wow it would be uniform with our Twitter it's currently that gov and we wouldn't have it's actually a dog is actually more secure it's run by the government and I since government only only governments allowed to have a.gov.

1046

02:34:10.320 --> 02:34:24.510

Cooper City Hall: branding instead of Cooper city fl org it's confusing.gov and I don't have, I just want to know the benefits yeah and the costs are so really it's branding it's easy to remember, right now, if you yeah you know I.

1047

02:34:25.410 --> 02:34:27.450

Commissioner Pulcini: If government, we should have golf.

1048

02:34:28.050 --> 02:34:45.480

Cooper City Hall: yeah i'm in La the guys do and and it's minimal cost is 400 bucks you have any more secure yeah and we I don't want to make it clear, I don't wanna throw anything out, we would transform to like when I bought my firm if you went to the old website it's still forged in my new one.

1049

02:34:47.220 --> 02:34:52.140

Cooper City Hall: So that's what I would love a consensus to go to it again.

1050

02:34:53.190 --> 02:34:54.870

Cooper City Hall: No problem Max.

1051

02:34:55.290 --> 02:34:56.820

Commissioner Pulcini: No problem, yes, thank.

1052

02:34:57.690 --> 02:35:01.530

Cooper City Hall: At marching orders and then the last thing I had is.

1053

02:35:02.550 --> 02:35:16.890

Cooper City Hall: I was actually heard Commissioner pulcini say it to marcia when I was walking through and I thought it was gonna make to the agenda, I was, I thought it would be a good idea, heard him say about putting up our phone numbers in the building department.

1054

02:35:17.970 --> 02:35:27.000

Cooper City Hall: You know if you know if we haven't met or exceeded your expectations, please contact your elected officials, I think that would be a great customer service touch, we could add.

1055

02:35:27.540 --> 02:35:34.500

Cooper City Hall: And you know put up the Commissioners and the mayor with our city official numbers, whatever we use for me it's myself.

1056

02:35:36.870 --> 02:35:41.370

Cooper City Hall: And so, addresses yeah them.

1057

02:35:41.400 --> 02:35:56.070

Cooper City Hall: But a comment but a sign that says, you know something very professional we haven't you know we haven't we strive, you know customer service drive for a look, and that should be that should be citywide with any with any service that we're providing yeah i've even seen.

1058

02:35:56.430 --> 02:35:59.100

Cooper City Hall: In any city building it yeah that's really where the.

1059

02:35:59.250 --> 02:36:00.600

Cooper City Hall: Coffee well.



1060

02:36:00.690 --> 02:36:06.960

Cooper City Hall: yeah you know pong tennis yep so if we haven't you know you know met or exceeded your expectations, please call.

1061

02:36:07.470 --> 02:36:12.750

Cooper City Hall: Or if we have we'd like to know that yeah absolutely but it's got to be a catchy phrase you know we can put a paragraph.

1062

02:36:13.200 --> 02:36:23.640

Cooper City Hall: i've even seen some certain companies were when they send emails at the bottom, it says, you know if I haven't whatever please contact my managers, the managers, not that we would have that on a lot of ninos but it's a common theme i'm seeing.

1063

02:36:24.210 --> 02:36:36.840

Cooper City Hall: And we can all work on a customer service even myself i'm trying to pick up from the captain always responds with my pleasure and chick fil a and and the rest, and you know we all have some room to.

1064

02:36:38.490 --> 02:36:45.780

Cooper City Hall: improve, and I think that will be a great improvement, so can we get those signs yeah marshes actually working.

1065

02:36:47.940 --> 02:36:48.690

Cooper City Hall: she's amazing.

1066

02:36:49.740 --> 02:36:59.310

Cooper City Hall: And I felt very good, I have nothing, I think it was productive meeting tonight, not only have a happy fourth but, more importantly, a safe for.

1067

02:36:59.850 --> 02:37:14.130

Cooper City Hall: Thank you very much, and now we have the digital public comments anyone in City Hall, no one here anyone on virtual motion that's how you know you're doing your job, and no one shows up there you go, thank you very much, everybody.



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** COMMISSION - Commissioner Shrouder

**SUBJECT:** Discussion on the formula used for procurement process. –  
**Commissioner Shrouder**

**CITY MANAGER RECOMMENDATION:**

N/A

**BACKGROUND OF ITEM:**

Discussion on the formula used for procurement process.

**ANALYSIS:**

N/A

**FISCAL IMPACT:**

N/A

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

1. Current Scoring Formula (added by staff)
2. Alternative Scoring Formulas
3. Legal Comment

## SAMPLE SCORING MATRIX - City of Cooper City

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

Total Available Points for Cost: **15**

	Bid Amount	Bidder's Name	X =	Y =	Z =	POINTS RECEIVED =
			Next Lowest Cost - Lowest Cost	X ÷ Lowest Cost	Y x Total Avail Points for Cost	Total Avail Points for Cost - Z
Lowest Cost	\$ <b>3,000.00</b>	X-Sample				<b>15.00</b>
2nd Lowest	\$ 4,000.00	Y-Sample	\$ 1,000.00	0.33	5.00	<b>10.00</b>
3rd Lowest	\$ 5,000.00	Z-Samle	\$ 2,000.00	0.67	10.00	<b>0.00</b>
4rd Lowest	\$ 6,500.00	XYZ-Sample	\$ 3,500.00	1.17	17.50	<b>-17.50</b>

## METHDOLGY

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

**NOTE REGARDING PRICE:** The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

Second Lowest Proposer:

Second lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2<sup>nd</sup> Lowest

Example:

Lowest cost = \$1,000

Second lowest cost = \$1,250

1250 – 1000 = 250

250 / 1000 = .25

.25 x 15 (max of 15 points, in this example) = 3.75

15 – 3.75 = 11.25 points to 2<sup>nd</sup> lowest proposer

City of Doral

<b>*Sample Objective Formula for Price Proposal</b>				
Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

City of North Miami Beach

The responsive Proposal with the LOWEST annual price (All Inclusive Cost) will be given the full weights as identified below.

Every other Response will be given points proportionally in relation to the lowest price (rounded to the nearest full point).

Example:  $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \times \text{Total Points for Price} = \text{Price Score}$

Example:  $\frac{\$40,000}{\$60,000} \times 20 = 13.33 \text{ points (13)}$

City of Miramar

<b>Cost Formula:</b>				
	$\frac{\text{Lowest Price}}{\text{Proposed Price}}$	X	Total Score	
	Vendor Name	Total Proposed Fee	Points Awarded	Total Points- (Out of 30 points)
1	Company X	\$3,877,342.24	30.00	28.16
2	Company Y	\$3,639,762.18	30.00	30.00
4	Company Z	\$3,799,021.81	30.00	28.74

City of Deerfield Beach

$$\text{Score} = \left( 1 - \frac{\text{Proposed GMP} - \text{Lowest GMP}}{\text{Lowest GMP}} \right) * 80$$

*Example:* Lowest GMP

Proposed Price 1: \$9,000,000  
 Proposed Price 2: \$9,500,000  
 Proposed Price 3: \$10,000,000

Proposal 1, being the lowest proposed price, would achieve the highest score of 80 points.  
 Proposal 2, would achieve a score of 75.56 points, calculated as follows:

$$\left( 1 - \frac{\$9,500,000 - \$9,000,000}{\$9,000,000} \right) * 80 = 75.56$$

Proposal 3, being the highest proposed price, would achieve the lowest score of 71.11 points.

$$\left( 1 - \frac{\$10,000,000 - \$9,000,000}{\$9,000,000} \right) * 80 = 71.11$$

Town of Miami Lakes

Example:	<u>Lowest Price Proposed</u>		Total Points	
	Proposer's Price	X	for Price	= Price Score
Example:	<u>\$1,650,000</u>		125	= 103.13 points
	\$2,000,000	X		

City of Lauderdale Lakes

**Evaluating Cost:**  
 The Base Cost Score will be evaluated as follows:  
 Calculation example:  
Cost Score:  
 Assumptions: Vendor A total Price \$40,000  
 Score = (LV/EV) x15 points:  
 Where: Score = Computed cost score for the Proposer (PC)

LV = Lowest total price of all Vendors (Vendor A, in this case)
PC = This Proposer's Cost

State of Pennsylvania – Department of General Services

Department of General Services Businesses Local Government & Schools State Governme

**1.) Technical Scoring Formula**

The final Technical scores are determined by giving the maximum number of Technical points available (A) to the proposal with the highest raw technical score. The remaining proposals are rated by applying the following formula:

**Raw Technical Score of Proposal Being Scored x A = Final Technical Score**  
**Highest Raw Technical Score**

Note: Proposals which have been deemed nonresponsive to the SDB and VBE participation requirements will be rejected and will not be evaluated further. Responsive proposals must be evaluated for technical viability before Cost is considered. Those that are not viable, i.e., do not meet the technical threshold stated in the Offeror Responsibility Section of the RFP, will be eliminated from further consideration. Cost proposals will be analyzed for technically qualified proposers immediately after technical evaluation is completed.

**2.) Cost Formula**

The Cost scores are determined by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

**$[1 - (B-A)/A] \times C = \text{Final Cost Score}$**

A—the lowest Offeror's cost.  
B—the Offeror's cost being scored.  
C—the maximum number of cost points available.

Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

## National Institute of Government Procurement (NIGP)

# Sample Price Scoring Methodologies

\*Points for cost will be awarded using the following methodology:

As outlined in Section IV, "Information for Offerors to Submit" Item 4.7 Cost Proposal, there are seven (7) listed cost requirements along with a table for unit price offerings. The sum total of each of the items (to include the table) will be calculated together to reach a Grand Total. That Grand Total will be used in the model below.

Assume the following cost proposals (examples only)

- a. \$50,000
- b. \$38,000
- c. \$49,000

Company B with a price of \$38,000 is the low offer. Take the low offer and divide each of the other offers into the lower offer coming up with the mathematical calculation to get a percentage. This percentage is then multiplied by the number of points available for cost. In this case 15 points are available for cost.

\$38,000 is then divided by each of the cost. The results are as follows:

\$38,000 divided by \$50,000 = .76	A
\$38,000 divided by \$38,000 = 1.00	B
\$38,000 divided by \$49,000 = .77	C

The next step is to take each company percentage and multiply it by the points available. The results are as follows:



A	.76 * 25 = 19
B	1.0 * 25 = 25
C	.77 * 25 = 19.25

## Sample Methodology # 2

\*Points for cost will be awarded using the following methodology:

Each Offeror will provide a Collection Fee that should be entered as a fixed rate percentage against the total amount collected.

Assume the following Collection Fee Percentages (examples only)

- a. 30%
- b. 10%
- c. 20%

Each percentage is then multiplied by the estimated amount of unpaid liabilities totaling \$139,006,738.

\$139,006,728 multiplied by 30% = \$41,702,018.40	A
\$139,006,728 multiplied by 10% = \$13,900,673.80	B
\$139,006,728 multiplied by 20% = \$27,801,345.60	C

Company B with a percentage of 10% is the lowest percentage offer. Take the low offer expressed as an estimated collection fee value and divide each of the other offers into the lower offer coming up with the mathematical calculation to get a percentage. This percentage is then multiplied by the number of points available for cost. In this case 20 points are available for cost.

\$13,900,673.80 is then divided by each of the cost. The results are as follows:

\$13,900,673.80 divided by \$41,702,018.40 = .33	A
\$13,900,673.80 divided by \$13,900,673.80 = 1.00	B
\$13,900,673.80 divided by \$27,801,345.60 = .50	C

**NOTE: This amount is based on the agencies estimated collection amount. This is a "real number" that is communicated in the scope of work.**

The next step is to take each company percentage and multiply it by the points available. The results are as follows:

A	.33 * 20 = 6.6
B	1.0 * 20 = 20.0
C	.50 * 20 = 10.0



**From:** [Jacob G. Horowitz](#)  
**To:** [Joseph Napoli](#); [Claudia Portocarrero](#); [Kathryn Sims](#)  
**Subject:** RE: Agenda for July 27, 2021 Commission Meeting  
**Date:** Monday, July 19, 2021 11:06:42 AM

**CAUTION:** This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

There is not a statute which regulates evaluation criteria for general procurement for municipalities; however, there are certain statutes which establish criteria for specific types of procurement.

For example, "professional services" for purposes of the Consultants' Competitive Negotiation Act (CCNA) are regulated by Section 287.055, F.S. CCNA sets forth the criteria to be evaluated for these types of vendors/consultants. Similarly, Ch. 255, F.S., provides evaluation criteria for certain construction projects and Section 218.391, F.S., establish evaluation criteria for independent auditors.

Most of the city's procurement process is governed by the City's Procurement Code. There are various provisions of the code, which address evaluation criteria. I would recommend including a copy of Section 2-256, which address methods of source selection. For instance, Subsection (3)(e), pertaining to RFPs, provides that "the request for proposals shall state the criteria to be used in the evaluation of the proposals, which shall include their relative importance."

I am available to discuss further.

**Jacob G. Horowitz**



3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

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Email: [JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com) | [www.GorenCherof.com](http://www.GorenCherof.com)

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**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Administration

**SUBJECT:** Motion to approve an agreement with the Law Offices of Steven A. Schaet, LLC for municipal public defender services

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval of the agreement with Steven A. Schaet, LLC for municipal public defender services for potential upcoming municipal prosecutions.

**BACKGROUND OF ITEM:**

The City’s Code of Ordinances allows for municipal prosecutions of certain code violations. In order for the city to prosecute, a municipal public defender shall be available for any defendant in need of legal representation.

**ANALYSIS:**

The Law Offices of Steven A. Schaet, LLC. has served as the City of Fort Lauderdale’s municipal public defender since April 2, 2019, when the city entered into an agreement with the firm after a solicitation process (solicitation 12212-995) for criminal defense attorney services, with an expiration date of April 10, 2021. On March 24, 2021, both parties approved an extension to the agreement until April 10, 2022. The City is “piggybacking” the City of Fort Lauderdale’s agreement and extension with the law office for the same services.

**FISCAL IMPACT:**

Should the city decide to prosecute, the municipal public defender will charge \$150 per case. This services is not a budgeted item in the Fiscal Year 2021 budget.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

1. City of Fort Lauderdale Solicitation 12212-995
2. Agreement between the Law Offices of Steven A. Schaet, LLC and the City of Fort Lauderdale

3. Extension of agreement between the Law Offices of Steven A. Schaet, LLC and the City of Fort Lauderdale
4. Piggyback Agreement between the Law Offices of Steven A. Schaet, LLC and the City of Cooper City
5. Evidence of Insurance (***Forthcoming***)

## **Solicitation 12212-995**

### **Criminal Defense Attorney Services**

#### **Bid Designation: Public**



**City of Fort Lauderdale**

Meeting Date: 07/27/2021 Item #9.

# Bid 12212-995 Criminal Defense Attorney Services

Bid Number 12212-995  
Bid Title Criminal Defense Attorney Services

Bid Start Date Jan 15, 2019 2:38:37 PM EST  
Bid End Date Feb 11, 2019 2:00:00 PM EST  
Question & Answer End Date Feb 4, 2019 5:30:00 PM EST

Bid Contact Jim Hemphill  
Sr. Procurement Specialist  
Procurement Department  
954-828-5143  
jhemphill@fortlauderdale.gov

### Addendum # 1

New Documents Addendum 1.pdf

**Changes were made to the following items:**  
Criminal Defense Attorney Services

### Description

The City of Fort Lauderdale, Florida, ("City"), is seeking proposals from qualified criminal defense attorneys or law firms, ("Contractor" or "Bidder" or "Proposer") to provide legal representation, as special counsel, for indigent defendants charged with City of Fort Lauderdale municipal violations, for the City Attorney's Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals ("RFP").

### Added on Jan 24, 2019:

Addendum 1 has been added to the Documents page

### Addendum # 1

Criminal Defense Attorney Services  
RFP # 12212-995**SECTION I – INTRODUCTION AND INFORMATION****1.1 Purpose**

The City of Fort Lauderdale, Florida, (“City”), is seeking proposals from qualified criminal defense attorneys or law firms, (“Contractor” or “Bidder” or “Proposer”) to provide legal representation, as special counsel, for indigent defendants charged with City of Fort Lauderdale municipal violations, for the City Attorney’s Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (“RFP”).

**1.2 Submission Deadline**

Sealed proposals shall be delivered during the City’s normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the Proposers will be read. After the deadline, proposals will not be accepted. Proposers are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City’s normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

**1.3 Pre-proposal Conference and Site Visit**

There will not be a pre-bid conference or site visit for this Request for Proposals.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City’s requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized himself/herself/itself with the nature and extent of the work, equipment, materials, and labor required.

**1.4 BidSync**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer’s inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

**1.5 Point of Contact**

For information concerning procedures for responding to this solicitation, contact Asst. Procurement and Contracts Manager, James Hemphill, at (954) 828-5143 or email at [jhemphill@fortlauderdale.gov](mailto:jhemphill@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

(See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 08/18) are included and made a part of this RFP.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each Proposer to notify the Assistant Procurement and Contracts Manager utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City, and any oral explanation given by any City official, officer, staff, or agent should be disregarded. All addenda are a part of the competitive solicitation documents and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

### 2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

### 2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs, including those for travel, court reporters, service of process, filing fees, and overhead, shall be included in your cost proposal. The City shall not pay any costs, including any travel associated with coming to the City of Fort Lauderdale or traveling within the City of Fort Lauderdale.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Proposer.

### 2.6 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall specify the name of the case, case number, date of final disposition, and the nature of final disposition.

Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act.



**2.7 Related Expenses/Travel Expenses**

All costs, including those for travel, court reporters, service of process, filing fees, and overhead, are to be included in your proposal. The City will not pay any costs.

**2.8 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, Proposers must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**2.9 Mistakes**

The Proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the successful Proposer from liability and obligations under the Contract.

**2.10 Acceptance of Proposals / Minor Irregularities**

**2.10.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity is a variation from the solicitation that does not affect the price of the contract, does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other Proposers, and does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.10.2** The City reserves the right to disqualify any Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

**2.11 Modification of Services**

**2.11.1** This contract is for services provided to the City Attorney's Office.

**2.11.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced commensurately.

**2.12 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.13 Sample Contract Agreement**

The City and the successful Bidder will enter into a formal agreement in substantially the form that can be found at the following website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.14 Responsiveness**

In order to be considered responsive to the solicitation, the Proposer's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.15 Responsibility**

In order to be considered as a responsible Proposer, the Proposer shall be fully capable to meet all of the requirements of the solicitation and any contract arising out of this RFP, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.16 Minimum Qualifications**

To qualify to respond to this RFP, the proposing criminal defense attorney or, in the case of a law firm, each of the attorneys who will provide legal representation pursuant to the contract arising out of this RFP, must be members of The Florida Bar in good standing. To be responsive to the RFP, the proposing criminal defense attorney or, in the case of a law firm, each of the attorneys who will provide legal representation pursuant to the contract arising out of this RFP, shall have at least four years of first-chair Florida criminal defense experience. In addition, to be responsive to the RFP, proof of the attorney or attorneys' first-chair Florida criminal defense experience as set forth above must be submitted to the City with their proposal. Proof of the attorney or attorneys' membership in good standing in The Florida Bar must be submitted within five business days from request of the City.

In the case of a law firm, in the event the Contractor wishes to add attorney members or employees of the law firm who will provide legal representation pursuant to the contract arising out of this RFP, before any such additional counsel undertakes representation, Contractor shall provide to the City's city attorney proof of the attorney's qualifications, as set forth above. Addition of attorneys is subject to the city attorney's approval.

Except as provided in Section 2.38, the Contractor shall not engage any subcontractor to perform services pursuant to the contract arising out of this RFP. The contract arising out of this RFP is not assignable.

The Contractor shall not hold any elected office or be a candidate for any elected office during the term of the contract arising out of this RFP or any extension or renewal term thereof. In the event the Contractor is a law firm, no partner, member, shareholder, associate, or employee of the Contractor shall hold any elected office or run for any elected office during the term of the contract arising out of this RFP or any extension or renewal term thereof.

**2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, legal, and other qualifications and abilities of a Proposer and of any attorney who will perform work pursuant to a contract arising out of this RFP, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.16.3** The Contractor and all of the Contractor's principals, officers, and attorneys performing work pursuant to a contract arising out of this RFP must have no conflict of interest with regard to any other work performed by the Contractor for the City or any of the City's agencies. Neither the Contractor nor any of the Contractor's principals, officers, or attorneys performing work pursuant to a contract arising out of this RFP shall have any judgments or pending lawsuits against the City, convictions for any felony or any crime involving dishonesty or moral turpitude, or have any conflicts of interest that have not been waived by the City's City Commission.

**2.16.4** Neither the Contractor nor any of the Contractor's principals, officers, or attorneys performing work pursuant to a contract arising out of this RFP shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

## **2.17 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.18 Local Business Price Preference**

**2.18.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal.

**2.18.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.18.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**2.18.4** The complete local business price preference ordinance may be found on the City's web site at the following link:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)

### 2.18.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, **and** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, **or** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

### 2.19 Protest Procedure

**2.19.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

**2.19.2** The complete protest ordinance may be found on the city's web site at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

### 2.20 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**2.22 Proposal Security – N/A**

**2.23 Payment and Performance Bond – N/A**

## 2.24 Insurance Requirements

**2.24.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

**2.24.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.24.3** The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Proof of personal automobile liability insurance is sufficient for this requirement.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Professional Liability and/or Errors and Omissions**

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate, with defense costs in addition to the limits.

**2.24.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the General Liability policy
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

- 2.24.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.24.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.24.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.24.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.24.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.24.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.24.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and substitute counsel comply with these insurance requirements. All coverages for independent contractors and substitute counsel shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

## **2.25 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

The City also reserves the right to accept or reject any or all proposals, parts of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the bidding and selection process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

**2.26 Unauthorized Work**

The successful Proposer shall not begin work until a Contract has been awarded and a notice to proceed has been issued. Proposer agree and understand that a Purchase Order will be issued and provided to the successful Proposer following award.

**2.27 Damage to Public or Private Property - N/A****2.28 Safety – N/A****2.29 Uncontrollable Circumstances ("Force Majeure")**

The City, and Contractor only to the extent excused by the Circuit or County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.29.1** The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.29.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.29.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.29.4** The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.30 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.31 News Releases/Publicity**

Proposers shall not issue any news releases, publicity releases, or advertisements relating to a contract arising out of this RFP or relating to the representation of clients pursuant to a contract arising out of this RFP without prior City approval.



**2.32 Manufacturer/Brand/Model Specific Request – N/A****2.33 Contract Period**

The initial contract term shall commence on April 10, 2019, and shall expire two years from that date. The City reserves the right to extend the contract for two additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

With regard to cases for which Contractor is appointed by the County Court in and for Broward County, Florida, before the commencement of a successor agreement to the agreement arising out of this RFP, the agreement arising out of this RFP shall survive expiration until final disposition of the last such appointed case and the Contractor's completion of all obligations under the agreement.

**2.34 Cost**

Submit only one proposed unit price per municipal ordinance violation case completed through final disposition. The price quoted shall be firm for the initial contract term of two years. There shall be no cost increase during this initial contract term. Please consider this when providing your pricing for this RFP.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending December 31 prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, except as otherwise provided in Section 2.33, the Contract will be considered cancelled on the scheduled expiration date.

**2.35 Service Test Period**

If the Contractor has not previously performed the services for the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained

in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

**2.36 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**2.37 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if the Contractor takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**2.38 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute any of the listed attorneys who will provide legal representation pursuant to the contract arising out of this RFP or add attorneys who will provide legal representation pursuant to the contract arising out of this RFP, before any such substitute or additional counsel undertakes representation, Contractor shall provide to the City's city attorney proof of the attorney's qualifications, as required by Sections 2.16 and 2.24.11. Substitution of attorneys is subject to the city attorney's approval.

All proposers must provide the name and qualifications of one or more substitute attorney(s) meeting the qualifications set forth in Sections 2.16 and 2.24.11 who may substitute on occasion for the Contractor or for any of the attorneys authorized to perform services pursuant to the agreement arising out of the bidding process. No third party beneficiary relationship between the substitute attorney(s) and the City is created thereby.

**2.39 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**2.40 Service Organization Controls - N/A****2.41 Public Records**

All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the Florida public records law. The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and any contract arising out of this RFP, subject to the provisions of the Florida public records law. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a trade secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is trade secret information and exempt from disclosure under the Florida public records law, the Proposer shall clearly designate that it is a trade secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall control, and the Proposer agrees to defend at proposer's expense, counsel being subject to the City's approval, and hold harmless and indemnify the City and the City's officers, employees, and agents from and against any claim, lawsuit, judgment, injunction, court order, third party claim, or third party lawsuit, including any award of attorney fees and any award of costs, arising out of or occasioned by the City's treatment of any information submitted by a Proposer as a trade secret and the City's treatment of any information submitted by a proposer as a public record. Proposals purporting to be subject to copyright protection in full or in part may be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHT PROTECTED.

**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: (954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes (2018), as may be amended or revised, 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.

#### **2.42 Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor will be required to certify that the Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that the Contractor is not engaged in a boycott of Israel, and that the Contractor does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate the agreement arising out of this ITB at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

#### **2.43 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance

upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

**2.44 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.45 Rules and Submittals of Proposal**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the Proposer.

*END OF SECTION*

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 General Information / Intent

The City of Fort Lauderdale is seeking Bids from qualified criminal defense attorneys or law firms to provide legal representation, as special counsel, for indigent defendants charged with City of Fort Lauderdale municipal violations. Services include representation of indigent defendants in trials, hearings, depositions, meetings, negotiations, violation of probation proceedings, appeals, Community Court proceedings, and in any other legal proceedings involving such criminal municipal prosecutions, and attending daily first appearance magistrate proceedings.

### 3.2 Technical Requirements

The appointment of special counsel for municipal ordinance violation prosecutions will require an attorney to appear at arraignments, calendar calls, status hearings, depositions, violation of probation proceedings, trials, Community Court proceedings, appeals, daily first appearance magistrate proceedings, and in any other legal proceedings involving criminal municipal prosecutions. The Contractor will be paid a flat rate for each municipal ordinance violation case completed in its entirety after any and all appeals and after a final disposition is entered. The City reserves the right to reject making payment if for any reason the Contractor is withdrawn as attorney of record before the final disposition of the case is entered. All depositions will be held in the City Prosecutor's Office located at 600 South Andrews Avenue, Suite 503, Fort Lauderdale, FL 33301.

*END OF SECTION*

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** Although proposals are accepted ‘hard copy’, the City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer’s inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the Proposer. Proposals must be submitted in the business entity’s name, if applicable, by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** [Reserved.]
- 4.1.6** One (1) original and two (2) copies plus five (5) electronic (Flash Drive) copies of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the Proposer to ensure that the Proposer’s proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

### 4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled flash drives in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate

the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

#### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

#### **4.2.2 Executive Summary**

Each Proposer must submit an executive summary that identifies the Proposer, his/her/its background, main office(s), and office location that will service this contract. Identify the officers, principals, attorneys, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

#### **4.2.3 Experience and Qualifications**

**4.2.3.1** Indicate the Proposer's number of years of experience providing indigent criminal defense services. Provide details of past indigent criminal defense services for agencies of similar size and scope. Indicate business structure, i.e: individual, professional corporation, professional limited liability company, partnership, etc. Proposer, if a business entity, must be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Address, phone number, fax number, e-mail address, website, contact person(s), etc.; size of the firm, including management, attorneys, technical and support staff; licenses, and any other pertinent information.

**4.2.3.2** Provide a description, for the proposing criminal defense attorney or, in the case of a law firm, for each of the attorneys who will provide legal representation pursuant to the contract arising out of this RFP, of the minimum requirement of four (4) years of first-chair Florida criminal defense experience, by listing, for each attorney, names of employers, dates of employment, and a description of each lawyer's four years of first-chair Florida criminal defense experience.

**4.2.3.3** Please certify that the Proposer is in compliance with all of Subsection 2.16, Minimum Qualifications, and 2.24, Insurance Requirements.

**4.2.3.4** Please scan and submit with your response to the RFP, for the proposing criminal defense attorney or, in the case of a law firm, for each of the attorneys who will provide legal representation pursuant to the contract arising out of this RFP, a certificate of good standing issued by the Florida Bar, showing each lawyer's membership in good standing in the Florida Bar. If a certificate is not available it must be provided within five business days following the City's request.

**4.2.3.5** Please provide the name and qualifications of one or more substitute attorney(s) meeting the qualifications set forth in Subsection 2.16, Minimum Qualifications, and 2.24.11, Insurance, who may substitute for the Contractor



or for any of the attorneys authorized to perform services pursuant to the agreement arising out of this RFP.

#### **4.2.4 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to providing indigent special counsel services, and your overall approach to providing the services. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to providing indigent special counsel services.

Also provide information on your and your firm's current workload and how providing indigent special counsel services will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer in connection with providing indigent special counsel services.

#### **4.2.5 References**

Provide the names and contact information of at least three Florida attorney references who are familiar with your or your firm's work in criminal defense. Please include address, telephone number, and e-mail address for each reference.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than for the City of Fort Lauderdale.

#### **4.2.6 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your or your firm's previous efforts, as well as planned efforts in including certified M/WBE participation.

#### **4.2.7 Subcontractors – N/A**

#### **4.2.8 Required Forms**

##### **A. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

##### **B. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

##### **C. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

##### **D. Local Business Price Preference (LBP)**

This form is to be completed, if applicable, and inserted in this section.

##### **E. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps

necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**F. Sample Insurance Certificate**

Demonstrate your ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance company names for the required coverage and limits.

*END OF SECTION*

**SECTION V – EVALUATION AND AWARD**

**5.1 Evaluation Procedure**

**5.1.1 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee’s recommendation may then be reported to the City Manager for consideration of contract award.

**5.2 Evaluation Criteria**

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**5.2.2 Weighted Criteria**

Experience, Qualifications	40%
Approach to Scope of Work	10%
References	10%
<u>COST TO THE CITY</u>	40%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

**5.3 Contract Award**

The City reserves the right to award a contract to that Proposer who will best serve the

interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*

Meeting Date: 07/27/2021 Item #9.

**SECTION VI - COST PROPOSAL PAGE**

**Proposer Name:** \_\_\_\_\_

Proposer agrees to supply the products and services at the price bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall offer one firm, fixed, flat rate for each municipal ordinance violation case completed through final disposition, including any and all costs, as set forth in the RFP, for legal representation as special counsel for indigent defendants charged with City of Fort Lauderdale municipal code violations.

FLAT RATE X ESTIMATED CASES/YR. = TOTAL

\$ \_\_\_\_\_ X 560 = \_\_\_\_\_

**Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Meeting Date: 07/27/2021 Item #9.

**CONTRACT PAYMENT METHOD BY P-CARD**

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

\_\_\_\_\_ MasterCard

\_\_\_\_\_ Visa Card

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

Meeting Date: 07/27/2021 Item #9.

**ADDENDUM NO. \_1**

RFP No. 12212-995  
TITLE: CRIMINAL DEFENSE ATTORNEY SERVICES

ISSUED: January 24, 2019

This addendum is being issued to make the following change(s):

**The CONTRACTOR’S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT shall be revised as follows:**

The completed and signed form should be returned with the Contractor’s submittal. If not provided with submittal, the Contractor must submit within three business days of City’s request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, “Section 2-187”).
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

All other terms, conditions, and specifications remain unchanged.



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

Meeting Date: 07/27/2021 Item #9.

James Hemphill  
Asst. Procurement and Contracts Manager

CompanyName:

\_\_\_\_\_  
(please print)

Bidder's Signature:

\_\_\_\_\_

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



Meeting Date: 07/27/2021 Item #9.

## Question and Answers for Bid #12212-995 - Criminal Defense Attorney Services

### Overall Bid Questions

There are no questions associated with this bid.

**AGREEMENT FOR  
CRIMINAL DEFENSE ATTORNEY SERVICES**

THIS AGREEMENT, made this 2nd day of APRIL 2019, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Law Offices of Steven A. Schaedt LLC, a Florida limited liability company, ("Contractor"), whose address is 15 SW 10<sup>th</sup> Street, Fort Lauderdale, Florida 33315, Phone: 954-728-3477, Email: SCHAETLAW@HOTMAIL.COM.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Request for Proposals No. 12212-995, Criminal Defense Attorney Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated February 7, 2019, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated APRIL 2, 2019, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

Form P-0001

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

**III. TERM OF AGREEMENT**

The initial contract period shall commence on April 11, 2019, and shall end on April 10, 2021. The City reserves the right to extend the contract for two additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds

**IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

**V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

**VI. GENERAL CONDITIONS**

**A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers,

employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

**B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy

of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the

Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Proof of personal automobile liability insurance is sufficient for this requirement.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate, with defense costs in addition to the limits.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The City shall be named as an Additional Insured on the General Liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and substitute counsel comply with these insurance requirements. All coverages for independent contractors and substitute counsel shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit



findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by

Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn

testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

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

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly

authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**AA. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. Public Records**

**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'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes (2018), as may be amended or revised, 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.

**CC. Non-Discrimination**

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE  
 By: [Signature]  
 Christopher J. Lagerbloom, ICMA-CM  
 City Manager

Approved as to form:  
[Signature]  
 Sr. Assistant City Attorney  
 Law Offices of Steven A. Schaet LLC  
 By: [Signature]  
 Steven Schaet  
 Managing Member

WITNESSES:

[Signature]  
 Signature  
Sessie Ballard  
 Print Name  
[Signature]  
 Signature  
Aixa Espinel  
 Print Name

STATE OF Florida :  
 COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 2nd day of April, 2019, by Steven Schaet as managing member for Law Offices of Steven A. Schaet LLC, a Florida limited liability company.

(SEAL)

[Signature]  
 (Signature of Notary Public)  
 Notary Public, State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)  
 Notary Public State of Florida  
 My Commission GG 227967  
 Expires 08/12/2022

Personally Known  OR Produced Identification   
 Type of Identification Produced \_\_\_\_\_

**THE LAW OFFICES OF  
STEVEN A. SCHAET, ESQ  
15 Southwest 10th Street  
Fort Lauderdale, Florida 33315  
PHONE: (954) 728-3477**

**A FULL-SERVICE LAW FIRM**

**City of Ft. Lauderdale Procurement Service Division  
100 N Andrews Avenue, #619  
Ft. Lauderdale FL 33301**

**Bid Number: 12212-995**

**Bid Title: Criminal Defense Attorney Services**

**Bid Proposal by The Law Office of Steven A. Schaet**



## Table of Contents

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2. Experience
3. History With Indigent Clients
4. Office Contact Information and Structure of the Office
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7. References
8. Required Forms
9. Closing Statement

### Executive Summary

Greetings, this is the proposal by Steven A. Schaet, Esq. whose main office is located in Downtown Ft. Lauderdale at 15 SW 10<sup>th</sup> Street, Ft. Lauderdale FL, 33315. My office has been in the same location for over 10 years and it is conveniently located just 4 blocks from the main courthouse. My office is a sole proprietorship with several staff members who assist with filing motions, answering calls, setting appointments, bookkeeping and such. My main assistant and Office Manager is Aixa Espinal who was the Office Manager when I held this same contract with the city of Ft. Lauderdale from 2010 to 2014. She is very familiar with all aspects of handling the Municipal Ordinance violations.

## Experience

I graduated from Law School in 1998 and immediately began working with the Brevard County Public Defender's office as a public defender handling all misdemeanor charges. I worked in that office from October 1998 to April of 1999 and then relocated to Broward County where I immediately was hired to work at the Broward County Public Defender's office. While at the Broward office I handled both misdemeanor charges as well as felony matters from April 1999 up and to August of 2000 when I left the office to open my own office.

I opened my own office in August of 2000 and I have continued to focus my career exclusively on Criminal Defense. In my 20 plus years of practicing I easily have over 50 jury trials, 100's of nonjury trials and countless motions all dealing with criminal defense.

All of the trials I have been associated with, the 50 plus jury and 100's of nonjury trials I have been the first chair attorney.

I meet all of your requirements outlined in your bid packet and will be in compliance with 2.24 Insurance Requirements upon getting the contract from your city.

### History with Indigent Clients

My history and experience with indigent clients is extensive. As you may or may not know, I held this same contract with the City of Ft. Lauderdale from late 2010 to the middle of 2014 until I lost this contract because the current city public defender under bid my offer by \$1.50. During my time as your city public defender, I worked with your city prosecutors and always enjoyed an excellent relationship with them even though we technically have adversarial positions on the cases. We continue to have excellent relationships today. Further not only was I your city public defender "PD" but I am also currently the city public defender for the following cities: Hollywood, Hallandale, Dania Beach, Pompano Beach, Deerfield Beach and Lauderhill. I have enjoyed being their city attorney now for close to 7-9 years depending on the city. I encourage you to speak to the other city attorneys whom I work for and the prosecutors I deal with in court on a regular business. Quite frankly, there is no other attorney in Broward County which has handled more municipal ordinance violations "MO" than I have. My experience with MO cases can't be matched. Some of the judges that I appear before have called me the king of Open Container trials because I have yet to lose one. While serving as the city PD for all of these cities I have always been readily available to go to court on a moments notice because of my office location and if I was unavailable for any particular reason I can always procure another attorney to stand in for me as well.

**Office Contact Information and Structure of the Office**

15 SW 10 Street, Ft. Lauderdale FL, 33315

Phone: 954-728-3477

Fax: 954-728-3478

Cell: 954-478-5079

Email: Schaetlaw@hotmail.com

Limited Liability Corporation registered in the State of Florida

**Substitute Attorney**

Chris O'toole

1132 SE 3<sup>rd</sup> Ave, Ft. Lauderdale FL, 33316

Phone/Fax: 954-524-9990

Mr. O'toole has 21 plus years of experience as both an assistant state attorney in Broward County and a criminal defense attorney. Mr. O'toole has his own office and is also conveniently located close to the courthouse.

Mr. O'toole also meets all of the requirements concerning first chair experience and insurance stipulations.

### Scope of City's Needs

Better than anyone else, I know the city's indigent clients needs as well as the city's needs. As the current city public defender for 6 other cities my understanding of each city's needs is extensive. I fully recognize that each and every client not able to pay for an attorney should be able to have one regardless of the charge. This is where I can assist with my extensive knowledge and experience in handling these types of matters. Each day I am in court handling indigent clients needs and how best to address their issues. I have gone out of my way to help clients reestablish relationships with their loved ones, securing housing, helping them obtain identification and financial stability. I will continue to work with the judges, the counselors, and others to try to find help to alleviate the indigent arrest problem in Ft. Lauderdale while at the same time trying to assist my clients needs to better themselves to avoid being arrested in the future. My approach to handling all these matters will continue to be what I am doing now, every day, every week and every month because like I said I am currently handling 6 cities cases, all of them extremely happy with my work.

My office staff and I are certainly capable of taking on additional cases, especially these cases because of the system we have had in place handling these matters for 9 years now.

**References**

Mark Berman --- City Attorney of Pompano Beach

Office: 954-786-4614

Tracey Lyons --- Deputy City Attorney of Pompano Beach

Office: 954-786-4614

Cell: 954-732-9776

Aileen Ruiz --- City Prosecutor For the City of Hollywood

Cell: 305-804-3987



**Required Forms**

- Bid Proposal \$150.00 per case.

Also see attached form

- Non-Collusion Statement

See attached

- Non-Discrimination Certification Form

See attached

- Local Business Price Preference

See attached

- Contract Payment Method

In place Visa payment system through Bank of America

See attached

- Sample Insurance Certificate

See attached

- Florida Bar Member in Good Standing

See Attached

### Closing Statement

I would like to take this opportunity to provide some information that may not have been added above. I have held the City of Ft. Lauderdale contract prior to this opportunity for a period of 4 years all the while never receiving a complaint to the city about my representation but quite the opposite, glowing reviews. I took over this contract at the end of 2010 on the recommendation of Scott Walker, a former assistant city attorney, the current city prosecutor Dina Kaizen and Judge Fry who was the prior city public defender. I only lost the contract due to someone under bidding me by \$1.50. During my tenure as your city public defender other cities contacted Ft. Lauderdale and all of them were given the recommendation that I be hired to represent their city. Those cities as listed above are Hollywood, Hallandale, Lauderhill, Deerfield Beach, Pompano Beach and Dania Beach. Each listed city can be contacted to get their opinion about me as well and I also encourage you to contact the city prosecutors from those cities as well as your own city of Ft. Lauderdale prosecutors to get their opinion about my work, experience and attitude.

**SECTION VI - COST PROPOSAL PAGE**

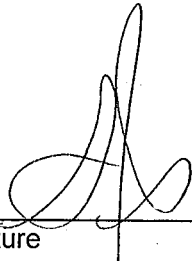
**Proposer Name:** Steven A Schaet

Proposer agrees to supply the products and services at the price bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall offer one firm, fixed, flat rate for each municipal ordinance violation case completed through final disposition, including any and all costs, as set forth in the RFP, for legal representation as special counsel for indigent defendants charged with City of Fort Lauderdale municipal code violations.

$$\begin{array}{r}
 \text{FLAT RATE} \quad \times \quad \text{ESTIMATED CASES/YR.} \quad = \quad \text{TOTAL} \\
 \$ \underline{150^{00}} \quad \times \quad 560 \quad = \quad \underline{84,000}
 \end{array}$$

**Submitted by:**  
Steven Schaet  
 Name (printed)  
2/7/19  
 Date

  
 Signature  
President  
 Title

Meeting Date: 07/27/2021 Item #9.

### Supplier Response Form

#### NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

NAME

RELATIONSHIPS

<u>NAME</u>	<u>RELATIONSHIPS</u>

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

Meeting Date: 07/27/2021 Item #9.

**Please enter your password below and click Save to save your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

**To take exception:**

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **schaeter**

Password ●●●●●●●●

A handwritten signature in black ink, appearing to be 'Schaeter', written over a vertical line. A small asterisk is located to the right of the signature.

Save Take Exception Close

\* Required fields

## Supplier Response Form

### CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

**Contracts.** Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.



Steven Schaet  
Authorized Signature

Steven Schaet President  
Print Name and Title

2-7-19  
Date

**Please enter your password below and click Save to save your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

**To take exception:**

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. \_1**

RFP No. 12212-995  
TITLE: CRIMINAL DEFENSE ATTORNEY SERVICES

ISSUED: January 24, 2019

This addendum is being issued to make the following change(s):

**The CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT shall be revised as follows:**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

All other terms, conditions, and specifications remain unchanged.

### CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

\_\_\_\_\_ MasterCard

X \_\_\_\_\_ Visa Card

Company Name: Bank of America

Steven A. Schact  
Name (Printed)

[Signature]  
Signature

2/7/2019  
Date

President  
Title





LIU 3001 Ed. 04 02

# LIBERTY INSURANCE UNDERWRITERS, INC.

(A member of Liberty Mutual Group, hereinafter the Insurer)  
55 Water Street, 18<sup>th</sup> Floor, New York, N.Y. 10041  
Toll-free number: 1-800-677-9163

## LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

**NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND OTHERWISE COVERED BY THIS INSURANCE. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**POLICY NUMBER:** LPM202053-0110      **RENEWAL OF:** \_\_\_\_\_

**PRODUCER AND ADDRESS:**  
Marsh U.S. Consumer  
a service of Seabury & Smith, Inc.  
Suite 2400 3560 Lenox Road  
Atlanta, GA 30326

**NAMED INSURED AND ADDRESS:**  
The Law Office of Steven A. Schaet  
15 SW 10th Street  
Fort Lauderdale, FL 33315

The Named Insured is:       Individual       Partnership  
    Corporation       Limited Liability Partnership  
    Limited Liability Corporation       Other

**POLICY PERIOD:**      From: 11/22/2010      To: 11/22/2011  
(12:01 A.M. at the Named Insured's address set forth above)

**LIMIT OF LIABILITY:**      \$1,000,000      Each Claim  
   \$2,000,000      Aggregate

**DEDUCTIBLE:**      \$5,000      Each Claim

**PREMIUM:**      \$1,792.00

FHCF Assessment      \$17.92

FL FIGA      \$16.49

**Total PREMIUM:**      \$1,826.41

### ENDORSEMENTS FORMING PART OF THIS POLICY AT ISSUANCE:

LIU 3000 Ed.0402 LIU 3060 Ed.1107

LIU 3014 Ed.0402 LIU 3015 Ed.0402

This Declarations page, together with the Application, the attached Lawyers Professional Liability Insurance Policy, and all endorsements thereto, shall constitute the contract between Liberty Insurance Underwriters, Inc. and the Named Insured identified above. This policy is valid only if signed below by a duly authorized representative of Liberty Insurance Underwriters, Inc.

Authorized Representative

11/30/2010  
Issue Date

Meeting Date: 07/27/2021 Item #9.

# LAWYERS

*Search by Bar number only produces results that are an exact match to the number provided.*



<input type="text" value="First Name"/>	<input type="text" value="Last Name"/>	<input type="text" value="Law Firm"/>
<input type="text" value="City"/>	<input type="text" value="City Name"/>	

- Find names that sound like the entered names
- Eligible lawyers only
- Include deceased lawyers

+ More options

<input type="button" value="Search"/>	<input type="button" value="Clear All"/>
---------------------------------------	--

Showing 1 result.

## Steven Allen Schaet

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 156345

Mail Address:  
 Law Office of Steven A. Schaet, Esq.  
 Law Offices of Steven A. Schaet  
 15 SW 10th St  
 Fort Lauderdale, FL 33315-1207

United States

Office: **954-728-3477**Cell: **954-728-3477** - No Text Messages

Fax: 954-728-3478

**Email:** [schaetlaw@hotmail.com](mailto:schaetlaw@hotmail.com)**Personal Bar URL:** <https://www.floridabar.org/mybarprofile/156345>**vCard:** **County:** Broward**Circuit:** 17**Admitted:** 10/05/1998**10-Year Discipline History:** None**Law School:** Nova Southeastern University - Shepard Broad Law Center**Sections:** Criminal Law**Firm:** Law Office of Steven A. Schaet, Esq.

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.



## Supplier Response Form

### LOCAL BUSINESS PRICE PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**:

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodetd=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodetd=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.


### LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and

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further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2) Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3) Law Office of Steven A. Schaet Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4) Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (5) Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6) Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:	Law Office of Steven A. Schaet		
AUTHORIZED COMPANY PERSON:	Steven		Schaet
	NAME	SIGNATURE	DATE

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

**To take exception:**

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **schaeter**

Password \*

\* Required fields



CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION  
BUSINESS TAX YEAR 2018-2019

Meeting Date: 07/27/2021 Item #9.



100 N. Andrews Avenue, 1<sup>st</sup> Floor, Fort Lauderdale, Florida 33301  
(954) 828-5195

Business ID: 9900201 Business Name: SCHAET, STEVEN ALLEN  
Business Address: 15 SW 10 ST  
Tax Category: ATTORNEY AT LAW Tax#: 714856 Fee:

SCHAET, STEVEN ALLEN  
LAW OFFICES OF STEVEN A SCHAET  
15 SW 10 ST  
FORT LAUDERDALE, FL 33315

\*\*\*DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE\*\*\*

Business ID: 9900201  
Tax Number: 714856  
Business Name: SCHAET, STEVEN ALLEN  
Business Address: 15 SW 10 ST  
Business Contact: SCHAET, STEVEN ALLEN

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email [businessstax@fortlauderdale.gov](mailto:businessstax@fortlauderdale.gov) and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
- A Transfer fee of 10% of the annual business tax fee applies. The fee shall not be less than \$3.00, nor greater than \$25.00.

**Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.**

BUSINESS TAX DIVISION  
100 N. Andrews Avenue, 1<sup>st</sup> Floor, Fort Lauderdale, Florida 33301  
Phone (954)828-5195 | Fax (954)828-5881  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)

BID/PROPOSAL CERTIFICATION

Meeting Date: 07/27/2021 Item #9.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) Law Office of Steven A. Schaeft EIN (Optional):26-3349160

Address: 15 SW 10TH STREET

City: FORT LAUDERDALE State: FL Zip: 33315

Telephone No. (954)728-3477 FAX No. (954)728-3478 Email: SCHAEFTLAW@HOTMAIL.COM

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): NA

Total Bid Discount (section 1.05 of General Conditions): NA

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE NA WBE NA

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Table with 6 columns: Addendum No., Date Issued, Addendum No., Date Issued, Addendum No., Date Issued. Row 1: 1, 1/24/19, blank, blank, blank, blank.

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.

NA

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Steven Schaeft Name (printed)

2/7/19 Date:

Signature

President Title



City of Fort Lauderdale • Procurement Services Division  
 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
 954-828-5933 Fax 954-828-5576  
 www.fortlauderdale.gov

Meeting Date: 07/27/2021 Item #9.

March 23, 2021

Law Offices of Steven A. Schaet  
 Attn: Steven Allen Schaet  
 15 SW 10<sup>th</sup> St  
 Fort Lauderdale, FL 33315

Email Address: [schaetlaw@hotmail.com](mailto:schaetlaw@hotmail.com)

SUBJECT: Renewal of Term Contract for Criminal Defense Attorney Services, 12212-995, Amendment 2

Dear Mr. Steven Schaet,

The subject Contract will expire on April 10, 2021.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms and conditions. Once renewed, the new contract expiration date will be April 10, 2022.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Marie Flynn at [mflynn@fortlauderdale.gov](mailto:mflynn@fortlauderdale.gov) by March 30, 2021.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,

Jodi S. Hart, CPPO, CPPB, MBA  
 Chief Procurement Officer

ACCEPTANCE

By  \_\_\_\_\_  
 Official Signature

Steven Schaet President  
 Print Name Title

3/24/21  
 Date



**AGREEMENT**

THIS IS AN AGREEMENT (“Agreement”), dated this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between:

**CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328 (“City”),

and

**LAW OFFICES OF STEVEN A. SCHAET, LLC**, a Florida limited liability company, whose address is 15 SW 10<sup>th</sup> Street, Fort Lauderdale, Florida 33315, hereinafter "CONTRACTOR," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as “party” or collectively as “parties”.

**WHEREAS**, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide certain municipal public defender services when required to provide defendants in municipal prosecutions with access to legal counsel; and

**WHEREAS**, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the Agreement for Criminal Defense Attorney Services, between the City of Fort Lauderdale and the CONTRACTOR for criminal defense attorney services dated April 2, 2019, (“Fort Lauderdale Agreement”). The Fort Lauderdale Agreement was renewed for a one-year term on April 10, 2021. A copy of the Fort Lauderdale Agreement and the renewal are attached hereto as **Composite Exhibit “A”** and incorporated herein; and,

**WHEREAS**, the Parties agree to add the provisions of this agreement to the Fort Lauderdale Agreement as set forth herein; and

**WHEREAS**, CONTRACTOR has agreed to honor the prices and terms and conditions of the Fort Lauderdale Agreement; and

**WHEREAS**, City desires to retain the services of CONTRACTOR by "piggybacking" the Fort Lauderdale Agreement; and

**WHEREAS**, the City has reviewed the scope of services of the competitively bid Fort Lauderdale Agreement, and has determined that it is an agreement that can be used by the City; and,

**WHEREAS**, at its meeting of \_\_\_\_\_, 2021, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; an

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** The prices, terms and conditions of the Fort Lauderdale Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work (“Work”) to be performed under this Agreement shall be as set forth in the Fort Lauderdale Agreement, except said Work shall be performed for the City.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

- C. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City’s sole discretion, has been provided to and approved by the City.
- D. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

**Section 3.** In all other respects, the terms and conditions of the Fort Lauderdale Agreement, are hereby ratified and shall remain in full force and effect under this “piggybacking” arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

**Section 4.** The term of this Agreement is effective upon approval by the City Commission, and shall remain in effect for a term of one (1) year unless terminated sooner in accordance with the Fort Lauderdale Agreement. This Agreement may be renewed for one (1) additional one-year renewal terms, subject to the mutual written consent of the parties.

**Section 5. Public Records.**

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
  - 1. Keep and maintain public records in the CONTRACTOR’s possession or control in connection with the CONTRACTOR’s performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
  - 2. Upon request by City’s records custodian, provide City with a copy of 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 Chapter 119, Florida Statutes, 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 this Agreement.
  - 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records

stored electronically by CONTRACTOR shall be delivered to City in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

2. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, PRR@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50<sup>TH</sup> PLACE, COOPER CITY, FL 33328.**

**Section 6. Scrutinized Companies.**

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 7. E-Verify**

A. CONTACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

B. Definitions for this Section:

- 1 “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, the Law Offices Of Steven A. Schaet, LLC.
- 2 “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.
- 3 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.

C. Registration Requirement; Termination:

- 1 Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’ s E-Verify System to verify the employment eligibility of:
- 2 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- 3 All persons assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and 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 Cooper City; and
- 4 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**Section 8. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

**Section 8. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Joseph Napoli  
City Manager  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.  
City Attorney  
Goren, Cherof, Doody, and Ezrol, P.A.  
3099 E. Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

For CONTRACTOR: Steven A. Schaet  
Law Offices Of Steven A. Schaet, LLC.  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
[schaetlaw@hotmail.com](mailto:schaetlaw@hotmail.com)  
954-728-3477

**Section 9. Severability.** This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**Section 10. Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

BY: \_\_\_\_\_  
CITY MANAGER

ATTEST:

BY: \_\_\_\_\_  
CITY CLERK

APPROVED AS TO LEGAL FORM:


BY: \_\_\_\_\_  
CITY ATTORNEY

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print name

LAW OFFICES OF STEVEN A. SCHAET, LLC

BY:   
STEVEN A. SCHAET  
PRESIDENT

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 16 day of July 2021, by STEVEN A. SCHAET, as President of LAW OFFICES OF STEVEN A. SCHAET, LLC, a State of Florida limited liability corporation, on behalf of the corporation.

  
NOTARY PUBLIC

Personally Known OR  
 Produced Identification

\_\_\_\_\_  
Type of Identification Produced



Vendor Compliance  
Check List

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<p><b>Vendor: Law Offices of Steven A. Schaet, LLC</b></p> <p><b>FEIN: NOT APPLICABLE</b></p>	<p><b>Does Vendor appear on the following:</b></p>	
<p><a href="#">Florida Convicted Vendor List</a></p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p><a href="#">Florida Suspended Contractors</a></p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p><a href="#">Scrutinized Companies</a></p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p><a href="#">State of Florida Corporations (Sun Biz)</a></p>	<p>Yes X</p>	<p>No <input type="checkbox"/></p>
<p><a href="#">Evidence of Insurance</a></p>	<p>Yes X</p>	<p>No <input type="checkbox"/></p>
<p>Verified by: C. Portocarrero</p>	<p>Date: Friday, July 16, 2021</p>	



## Vendor Compliance Check List

Meeting Date: 07/27/2021 Item #9.

### Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	<a href="#">Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)</a> (📎 1.71 MB)

Updated 1/25/21

### Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\), Florida Administrative Code](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	<a href="#">Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance</a> (📎 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	<a href="#">Notice of Default - Club Tex, Inc.</a> (📎 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	<a href="#">Notice of Default - Correctional Consultants, LLC</a> (📎 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	<a href="#">Notice of Default - iColor Printing and Mailing, Inc.</a> (📎 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	<a href="#">Notice of Default - Visual Image Design Firm, LLC</a> (📎 1.78 MB)

Updated 12/10/19

## Vendor Compliance Check List

Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes
Kunlun Financial Leasing Co Ltd	Sudan & Iran	China	March 7, 2018	Yes
Kuwait Finance House	Sudan	Kuwait	April 14, 2009	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes
Mangalore Refinery & Petrochemicals Ltd	Sudan & Iran	India	September 19, 2007	Yes
Malaysia Marine & Heavy Engineering Holdings Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
MISC Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Mosenergo	Iran	Russia	September 16, 2008	Yes

June 17, 2021  
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Vendor Compliance  
Check List

Meeting Date: 07/27/2021 Item #9.

**2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L08000086751

**Entity Name:** LAW OFFICES OF STEVEN A. SCHAET LLC

**Current Principal Place of Business:**

15 SW 10TH ST  
FORT LAUDERDALE, FL 33315

**Current Mailing Address:**

15 SW 10TH ST  
FORT LAUDERDALE, FL 33315

**FEI Number:** NOT APPLICABLE

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SCHAET, STEVEN  
15 SW 10TH ST  
FORT LAUDERDALE, FL 33315 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGRM  
Name SCHAET, STEVEN  
Address 15 SW 10TH ST  
City-State-Zip: FORT LAUDERDALE FL 33315



# CERTIFICATE OF LIABILITY INSURANCE

Meeting Date: 07/27/2021 Item #9.

03/08/2021

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

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

<b>PRODUCER</b> MYLO LLC/PHS 37277676 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):														
	<b>E-MAIL ADDRESS:</b> <table border="1" style="width:100%"> <tr> <th style="width:70%">INSURER(S) AFFORDING COVERAGE</th> <th style="width:30%">NAIC#</th> </tr> <tr> <td>INSURER A : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Twin City Fire Insurance Company	29459	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Law Office of Steven A Schaet, LLC 15 SW 10TH ST FORT LAUDERDALE FL 33315-1207															

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>General Liability</b>			37 SBM BE5352	04/05/2021	04/05/2022	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	37 WEC AD1PUX	04/09/2021	04/09/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> City of Fort Lauderdale Procurement Service Division 100 N ANDREWS AVE FORT LAUDERDALE FL 33301	<b>CANCELLATION</b> 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 <i>Susan L. Castaneda</i>

For **Roadside Assistance**: 800-531-8555

Report a claim, get coverage and deductible information, request a tow from the accident scene, schedule an appraisal or reserve a rental car using:

- usaa.com,
- USAA's Mobile App, or
- By calling **210-531-USAA (8722)**, our mobile phone shortcut number #8722 or 800-531-USAA.

**Automobile Insurance Identification Card**

This identification card is evidence of liability insurance for your vehicle. The card is valid only as long as liability insurance remains in force.

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident or upon a law enforcement officer's request.

**Keep a copy of the ID card in your vehicle at all times.**

For your convenience, additional copies are available on usaa.com.

FFL1 Rev. 6-13

50786-0513\_\_01

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD  
 USAA CASUALTY INSURANCE COMPANY

POLICY IDENTIFICATION NO.	CO. CODE	EFF. DATE
00550 55 37C	7101 0	-02865 07/27/21

PERSONAL INJURY PROTECTION BENEFITS AND PROPERTY DAMAGE LIABILITY       BODILY INJURY LIABILITY

**Name**  
STEVEN ALLEN SCHAET

VEHICLE DESCRIPTION	VEHICLE IDENTIFICATION NUMBER
YEAR MAKE/MODEL	SAJDD1GXXLCK66662
2020 JAGUAR	

**NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE**  
 Misrepresentation of Insurance is a first degree misdemeanor. Policy coverages extend to a rental car. See outline of coverage.

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9800 Fredericksburg Road  
 San Antonio, Texas 78288  
**CONTACT US: 210-531-USAA(8722)**  
 OR 800-531-USAA

Additional copies available at usaa.com



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Finance/Commission

**SUBJECT:** Motion to approve the award of RFP #2021-1-COMM, Commission Auditor to MSL, PA– **Commission**

**CITY MANAGER RECOMMENDATION:**

The City Manager Recommends approval to award RFP #2021-1-COMM, Commission Auditor

**BACKGROUND OF ITEM:**

On April 13, 2021, City Commission approved the advertising of Request for Proposal (RFP) for Commission Auditor. On April 28, 2021, the City issued RFP #2021-1-COMM, Commission Auditor. On June 3, 2021, the City Clerk’s office received proposals from four firms; Crowe LLP, Marcum, MSL PA, S. Davis & Associates PA. The Evaluation Committee (EC) included Mayor Ross, Commissioner Green, Commissioner Pulcini, Commissioner Meltzer, and Commissioner Shrouder.

After proposals were reviewed by the EC and vendor compliance (attachment 5. Cooper City – vendor compliance) was conducted, the first/initial evaluation committee meeting was scheduled for June 30, 2021. During this initial meeting, the EC approved to invite all four firms to make presentations. On July 7, 2021, presentations were held at the City Hall Auditorium; each firm made a 15-minute presentation followed by a 15-minute question & answer from the EC. At the end of the last presentation, the EC discussed all presentations in a public open forum after which each committee member turned in their scores for criteria only. Following the criteria calculation, the sealed price envelopes were open; the EC decided that the “Partner/Shareholder” price would be used to determine the cost detail.

Using the established factors in the issued RFP, the firms were ranked in the following order:

<b>Rank</b>	<b>Audit Firm</b>	<b>Total Points (100-Max)</b>
1	MSL, PA	84.60
2	Marcum	83.40
3	S. Davis & Assoc.	74.45
4	Crowe, LLP	67.27

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
001-100-531100-511	0.00	0.00	0.00

**ATTACHMENTS:**

- 1. Cooper City – Commission Auditor Agreement – MSL, PA
- 2. Cooper City Advertise Solicitation – RFP – 2021-1- COMM Commission Auditor
- 3. Cooper City Vendor Submittal – MSL, PA
- 4. Cooper City – Evaluation Matrix & Tabulation
- 5. Cooper City – Vendor Compliance – MSL, PA

**PROFESSIONAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2021**, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**MSL, PA, a CPA's & Advisors**, authorized to do business in the State of Florida, with a business address of **500 Broward Boulevard, Suite 1500, Fort Lauderdale, Florida 33394** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **April 28, 2021**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Auditor Services for the Commission** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2021-1-COMM**  
**"COMMISSION AUDITOR"**

1.2 On **June 3, 2021**, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.



**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform the Internal Commission Auditor services for the CITY, as more particularly described in RFP 2021-1-COMM, attached hereto as **Exhibit "A"** by this reference made a part hereof, ("RFP") and CONSULTANT'S response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONSULTANT agrees to do everything required by this Agreement, the RFP, Addenda to this Agreement, if any, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

**ARTICLE 3**  
**TERM AND TERMINATION**

3.1 The term of this Agreement shall be for THREE (3) years, commencing upon the issuance of a Notice to Proceed and terminating three years following the issuance of said notice. This Agreement may be renewed for one (1) additional ONE (1) year term under the same pricing, terms and conditions, subject to the mutual written consent and agreement between the Parties.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the “**REVISED PRICING SHEET, ITEM B,**” attached hereto as Exhibit “B” and incorporated herein.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

**MSL, PA**  
**Attn: Lina Mejia**  
**255 S. Orange Avenue, Suite 600**  
**Orlando, FL 32801**

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 6**  
**INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and

attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT'S liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties 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 party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or SUBCONSULTANT s. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any SUBCONSULTANT to commence work on his subcontract until all similar such insurance required of the SUBCONSULTANT has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.6.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the SUBCONSULTANT s similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his SUBCONSULTANT s shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

- 1. Workers’ Compensation: Coverage A – Statutory
- 2. Employers Liability: Coverage B \$1,000,000 Each Accident  
\$1,000,000 Disease – Policy Limit  
\$1,000,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.1 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 7.7.4 Consultants’ policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY
- 7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any SUBCONSULTANT in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such SUBCONSULTANT is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any SUBCONSULTANT s shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

**ARTICLE 8**  
**INDEPENDENT CONSULTANT**

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

**ARTICLE 9**  
**VENUE**

9.1 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 shall be in Broward County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY’s custodian of public records, provide the CITY 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 chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT’S possession. All records stored electronically by the CONSULTANT 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.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK  
9090 S.W. 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCityFL.org](mailto:PRR@CooperCityFL.org)**

**ARTICLE 11  
FEMA REQUIREMENTS – INTENTIONALLY OMITTED**

**ARTICLE 12**

**SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 13**  
**E-VERIFY**

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and 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 Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 14**



**MISCELLANEOUS**

14.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT’S work product for its intended purposes.

14.2 Records. CONSULTANT shall keep such records and accounts and require any and all SUBCONSULTANT s to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

14.4 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY

City Manager

City of Cooper City  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300

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

CONSULTANT **William Blend**  
**MSL, PA**  
**500 Broward Boulevard, Suite 1500**  
**Fort Lauderdale, FL 33394**  
**E-mail: wblend@mslcpa.cpm**  
**Telephone No: 800-863-5401**  
**Cell phone No: 407-920-2158**

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

14.7 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

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

14.11 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 Counterparts and Execution. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**REMAINDER INTENTIONALLY LEFT BLANK**

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

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONSULTANT:**

MSL, PA

By: \_\_\_\_\_  
Name: William Blend

Title: Shareholder

STATE OF  
COUNTY OF

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared William Blend as Shareholder of **MSL, PA**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **MSL, PA** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this 19 day of July, **2021**.



**Lina M. Mejia**  
**Comm. #HH072777**  
**Expires: Jan. 9, 2025**  
**Bonded Thru Aaron Notary**

\_\_\_\_\_  
NOTARY PUBLIC

Lina M. Mejia  
(Name of Notary Typed, Printed or Stamped)



CITY OF COOPER CITY, FLORIDA

# Request for Proposals

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**COMMISSION AUDITOR**

**RFP 2021-1-COMM**

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For information contact:

Kerri Anne Fisher  
Purchasing Agent  
Tel: 954-434-4300 ext. #268  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Wednesday, April 28, 2021  
Due Date: Thursday, June 3, 2021

**CITY OF COOPER CITY  
NOTICE TO PROPOSERS**

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida is seeking sealed proposals from qualified individuals or firms to provide commission audit services. Proposals shall be in compliance and in accordance with the terms, conditions, and specifications contained in this solicitation.

**COMMISSION AUDITOR  
RFP 2021-1-COMM**

The detailed Request for Proposals (RFP) may be obtained online at [www.DemandStar.com](http://www.DemandStar.com) or from the Office of the City Clerk located in City Hall, 9090 Southwest 50<sup>th</sup> Place, Cooper City, Florida 33328, 8:00AM through 5:00PM, Monday through Friday.

**Proposals must be received in the City Clerk’s Office no later than 3:00PM (EST), Thursday, June 3, 2021.** The outside of the envelope or box containing ONE (1) identified, unbound original, THREE (3) bound photocopies and ONE (1) electronic copy (flash drive) of your proposal must be clearly marked “**RFP 2021-1-COMM, COMMISSION AUDITOR**”.

Questions and requests for information relative to this RFP should be directed to Kerri Anne Fisher, Purchasing Agent. Please email questions to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/proposals and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposals between a potential vendor, service provider, proposer, lobbyist, or; consultant and the City Commissioners, City’s professional staff including, but not limited to, the City Manager and his/her staff, any member of the City’s selection or evaluation committee. For further information about the Cone of Silence, please contact the City’s Attorney.

CITY OF COOPER CITY  
Kathryn Sims, City Clerk

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Please publish one (1) time on:

Wednesday, April 28, 2021

Please send invoice and proof of publication to:

Jenna Montoya, Asst. City Clerk  
City of Cooper City  
PO Box 290910  
Cooper City, FL 33329-0910  
[JMontoya@CooperCityFL.org](mailto:JMontoya@CooperCityFL.org)

## SECTION I – INTRODUCTION AND INFORMATION

*This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.*

### 1.1 PURPOSE

The City of Cooper City, Florida is seeking proposals from qualified firms or individuals, hereinafter referred to as the Contractor, to provide commission audit services, at the direction of the City Commission, in accordance with the terms and conditions and specifications in this Request for Proposal (RFP).

### 1.2 DUE DATE & SUBMITTALS

**1.2.1** All bids are due no later than 3:00PM (EST), Thursday, June 3, 2021 or any time prior thereto, at the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified. All bids received after that time will not be accepted and shall be returned to the Proposer.

**1.2.2** Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form.

**1.2.3** The completed, signed bid must be submitted in a SEALED ENVELOPE clearly marked with the Bid Title. Bids mistakenly opened by City staff, due to failure of the Proposer to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

**1.2.4** Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

**1.2.5** The City encourages early submittal of bids. Late bids will be rejected.

### 1.3 PRE-PROPOSAL CONFERENCE - NONE

### 1.4 ELIGIBILITY AND COMPETENCY OF PROPOSERS

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

### 1.5 CONTRACT TERM

**1.5.1** The contract shall be for an initial period of three (3) years commencing on the date of issuance of a Notice to Proceed. The contract may be renewed for one (1) additional year under the same pricing, terms and conditions, if mutually agreed upon in writing by both parties.

**1.5.2** Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

**1.5.3** The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

### 1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be ordered by and delivered to the City of Cooper City, either remotely or in person.

## **1.7 PRICE**

Proposer will quote firm, fixed lump sum to perform the work described in the Scope of Services, and provide hourly rates, as requested.

## **1.8 COST ADJUSTMENTS - N/A**

## **1.9 METHOD OF AWARD**

**1.9.1** See Section VI - Consideration for Award/Award Procedures.

**1.9.2** Proposer must bid on all items listed on Bid Form to qualify for award of the contract.

**1.9.3** The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Proposer, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

**1.9.4** Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

**1.9.5** The City shall award a contract to a Proposer through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

**1.9.6** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Proposer's Proposal, the Contract referenced and the task orders are collectively an integral part of the contract between the City and the successful Proposer.

**1.9.7** While the City Commission may determine to award a contract to a Proposer(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Proposer shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Proposer is in default, the City, through the Purchasing Agent, will void its acceptance of the Proposer's offer and may determine to accept the offer from the second lowest responsive, responsible Proposer or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Proposer as a result of damages or excess costs sustained and/or may prohibit the Proposer from submitting future Bids for a period of one year.

**1.9.8** The City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Proposer hereby acknowledges and agrees to this right of the City.

## **1.10 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [Accounting@CooperCityFL.org](mailto:Accounting@CooperCityFL.org), or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.



### **1.11 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via telephone at (954) 434-4300 x #268 or email **Purchasing@CooperCityFL.org**. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

### **1.12 WRITTEN CONTRACT**

The awarded Bidder/Proposer shall be required to enter into a written Contract with the City. The Contract form shall be prepared by the City and shall incorporate the terms of this RFP, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commission. The Contract shall be substantially in the form attached to this RFP. No work shall be performed, or payment due, unless a written Contract is fully executed and has been approved by the City Commission.

**[END OF SECTION]**

**SECTION II – SOLICITATION SCHEDULE**

<b>Item</b>	<b>Date</b>
Request for Proposal Issued and Advertised	Wednesday, April 28, 2021
Last Date for Receipt of Questions of a Material Nature	Tuesday, May 27, 2021
<b>PROPOSAL DUE (Prior to 3:00 PM EST)</b>	<b>Thursday, June 3, 2021</b>
Review of Proposals & Selection of Candidates for Presentations	Week of June 7, 2021
Presentations & Final Ranking	Week of June 21, 2021
Recommendation of Award/Agenda Item Request	Tuesday, June 29, 2021
Anticipated Contract Award & Start Date	Tuesday, July 13, 2021

[END OF SECTION]

**SECTION III - GENERAL CONDITIONS**

*These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.*

**3.0 SPECIAL CONDITIONS**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**3.1 BID TABULATIONS**

Proposers desiring a copy of the bid tabulation may obtain one online at [www.DemandStar.com](http://www.DemandStar.com).

**3.2 NO BID**

If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Proposer shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

**3.3 BILLING INSTRUCTIONS**

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at P.O. Box 290910, Cooper City, FL 33329-0910, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to [Accounting@CooperCityFL.org](mailto:Accounting@CooperCityFL.org).

**3.4 TAXES**

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

**3.5 EQUIVALENTS**

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Proposal, he/she shall so indicate on his/her bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

**3.6 MISTAKES**

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Proposer's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

**3.7 CONDITIONS AND PACKAGING**

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

### **3.9 CANCELLATION**

In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Agent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

### **3.10 PROTESTS, APPEALS AND DISPUTES**

Protests shall be submitted in writing to the Purchasing Agent no later than THREE (3) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Proposer, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

### **3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Proposer is awarded a contract under this bid solicitation, the prices quoted by the Proposer on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

### **3.12 COMPLETE PROJECT REQUIRED**

Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the or from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

### **3.13 PRICES QUOTED**

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

### **3.14 UNDERWRITERS' LABORATORIES (the "UL")**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

### **3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS**

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

### **3.16 DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

### **3.17 LEGAL REQUIREMENTS**

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

### **3.18 PATENTS AND ROYALTIES**

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **3.19 OSHA**

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

### **3.20 ANTI-DISCRIMINATION**

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### **3.21 DEFAULT**

In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

### **3.22 SUBSTITUTIONS**

The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Proposer's expense.

### **3.23 PROPOSER'S FACILITIES**

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

### **3.24 DISCLAIMER**

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

### **3.25 EVIDENCE**

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.

### **3.26 DEMONSTRATION OF COMPETENCY**

**3.26.1** Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

**3.26.2** The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

**3.26.3** The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Proposer's Bid may render the Bid non-responsive.

**3.26.4** The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

### **3.27 ASSIGNMENT**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract to any person, company or corporation without prior written consent of the City.

### **3.28 INDEMNIFICATION**

The successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

### **3.29 NON-EXCLUSIVE**

The City retains the right to procure services from other providers.

### **3.30 SUNSHINE LAW**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Proposer acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

### **3.31 FORCE MAJEURE**

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

### 3.32 COLLUSION

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his/her Bid with other Proposers and has not colluded with any other Proposer or parties to this Bid whatsoever. The Proposer certifies, and in the case of a joint bid, each party thereto certifies, as to his/her own organization, that in connection with this Bid:

**3.32.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

**3.32.2** Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

**3.32.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

**3.32.4** The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

**3.32.5** No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

### 3.33 CONE OF SILENCE

- a. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid between:
  - i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
  - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.
- b. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- c. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;
- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- d. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- e. Clarification: Please contact the City Attorney for any questions concerning “Cone of Silence” compliance.

### 3.34 ELIGIBILITY

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

### 3.35 TIE BIDS/PREFERENCE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

**3.35.1** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

**3.35.2** Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

**3.35.3** Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

**3.35.4** In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than THREE (3) days after such conviction.

**3.35.5** Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

**3.35.6** Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### 3.36 SPOT MARKET PRICING - N/A

### 3.37 PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

### 3.38 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without



his/her or his/her subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

### **3.39 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

### **3.40 CONFIDENTIALITY**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

### **3.41 GOVERNING LAW AND VENUE**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

### **3.42 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

### **3.43 AUDITS**

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

### **3.44 PUBLIC RECORDS:**

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall provide the City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**G. In accordance with Section 119.0701(1)(a), Florida Statutes, 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 CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, ASST. CITY MANAGER/CITY CLERK  
CITY OF COOPER CITY  
9090 SW 50 PLACE  
COOPER CITY, FL 33328  
954-434-4300 x #291  
[PRR@COOPERCITYFL.ORG](mailto:PRR@COOPERCITYFL.ORG)

**3.45 SCRUTINIZED COMPANIES**

CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**3.46 E-VERIFY**

- A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - ii. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and 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 Cooper City; and
  - iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**[END OF SECTION]**

## SECTION IV - SPECIAL CONDITIONS

### 4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

### 4.2 TIME OF COMPLETION

By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

### 4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

Contractors shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy close(s) shall be issued by an insurer of recognized responsibility and rated no less than "A" by the A.M. Best Company or similar insurance rating firm. Such policy close(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and shall provide that the City shall be given 30-days advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

**Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer.**

**4.3.1 COMPREHENSIVE GENERAL LIABILITY INSURANCE** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

**Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.**

**4.3.2 WORKERS' COMPENSATION INSURANCE** - Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

**4.3.3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE** - Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

**4.3.4 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)** - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure

and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies.

**4.3.5 Builder's Risk Insurance - NOT REQUIRED FOR THIS BID** - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1 and 4.3.3 above.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

#### **4.4 PERMITS, FEES AND NOTICES**

**4.4.1** The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent and using department without delay.

**4.4.2** The Successful proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

**4.4.3** The Successful proposer shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

#### **4.5 BONDS**

##### **4.5.1 PERFORMANCE/PAYMENT BOND – NOT REQUIRED FOR THIS BID**

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Proposer.

##### **4.5.2 BID BOND - NOT REQUIRED FOR THIS BID**

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Proposer's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attached) issued by an authorized surety.

The Bid security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Proposer fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be

retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Proposers will be returned.

The Bid security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the Bid opening.

#### **4.6 VARIANCES**

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

#### **4.7 INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

#### **4.9 SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

#### **4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

#### **4.11 CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

#### **4.12 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [Accounting@CooperCityFL.org](mailto:Accounting@CooperCityFL.org), or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number. All invoices must reference the applicable task order and/or Bid number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to

the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

#### **4.13 DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

#### **4.14 REQUESTS FOR MODIFICATION**

The City reserves the right to request that the Proposer modify his/her bid to more fully meet the needs of the City.

#### **4.15 PROPOSAL ACKNOWLEDGMENT**

By submitting a bid, the proposer certifies that they have fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

#### **4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

#### **4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS**

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.

#### **4.18 ALTERNATE BIDS**

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the solicitation which differs from the approach set forth in the solicitation.

An alternate bid may also be a second bid submitted by the same proposer which differs in some degree from its basic or prime bid.

Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids submitted.

#### **4.19 ADDENDUM OR AMENDMENT TO SOLICITATION**

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Agent shall furnish the revision by written addendum and will post all addenda on the City's website.

#### **4.20 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

#### **4.21 RECORDS RETENTION**

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

#### **4.22 CONTRACT DOCUMENT**

The entire contents of this Request for Proposal along with the Proposer's Bid and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

#### **4.23 PERFORMANCE STANDARDS**

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR**;
- ii. the Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

#### **4.24 LIQUIDATED DAMAGES – NOT APPLICABLE FOR THIS SOLICITATION**

Liquidated damages of - per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

#### **4.25 PROFESSIONAL STANDARDS & CERTIFICATION REQUIREMENTS**

The Proposer shall adhere to the ethical and professional standards promulgated by the Institute of Internal Auditors (IIA) and as appropriate, Government Auditing Standards as issued by the United States General Accounting Office (GAO), and State laws, rules or regulations promulgated thereunder.

A Certified Internal Auditor (CIA) or Certified Public Accountant (CPA) with extensive experience in computerized internal auditing is required.

**[END OF SECTION]**

**SECTION V - SCOPE OF SERVICES**

**5.1 SCOPE OF SERVICES**

The Commission Auditor shall serve at the pleasure of the Commission. The Commission Auditor shall submit an Annual Audit Plan at the beginning of each fiscal year which shall be adopted by a majority vote of the City Commission and which may be amended from time to time by a majority vote of the City Commission. The Commission Auditor shall, from time to time, perform independent and objective audits or reviews of financial, compliance and operational activities of the city and the city's contractors, licensees and franchisees. Audits or reviews performed by the Commission Auditor shall analyze and evaluate financial management systems and operational controls and procedures of the city to develop recommended policies and procedures. The Commission Auditor shall also respond to questions by the City Commission or the City Manager and perform such other duties as may be imposed or required by ordinance, resolution or direction of a majority of the City Commission. In furtherance of their duties and responsibilities under this section, the Commission Auditor shall have unrestricted access to the City's records and staff. Nothing contained in this section shall adversely impact the position of the City Manager.

The scope of work to be performed by the Commission Auditor is:

1. Conduct an Annual Risk Assessment:
  - Review the offices, departments, and agencies of the City to determine what areas of the City to audit in order to independently evaluate the City's financial compliance and provide a performance appraisal.
2. Prepare an Annual Audit Plan:
  - Conduct workshop meetings with Commissioners to discuss audit requests
  - Based on the results of the Risk Assessment, develop an Annual Audit Plan that includes a lump sum calculation deemed sufficient to perform the scope of duties assigned to the Commission Auditor. The Audit Plan shall be presented to the City Commission for approval
3. Prepare Audit Reports based on the Audit Plan:
  - The Commission Auditor shall conduct the audits included in the Annual Audit Plan and submit the findings in a final report, to include any amounts that would be recoverable, directly to the City Commission for review.

**5.2 BACKGROUND INFORMATION**

The City of Cooper City serves an area of approximately 8 square miles and a population of approximately 34,000. The City of Cooper City was incorporated in 1959 and operates under a Commission-Manager form of government. The City's fiscal year begins October 1 and ends on September 30.

The City of Cooper City provides the following services to its citizens:

General Administration	Parks and Recreation
Police & Code Enforcement (contract with BSO)	Community Development (Building /Planning/Zoning)
Fire Protection (contract with BSO)	Planning/Zoning
Streets Maintenance	Water and Wastewater
Property Maintenance	Storm Water

Requests for financial reports and budgets may be emailed to [KerriF@CooperCityFL.org](mailto:KerriF@CooperCityFL.org).

**[END OF SECTION]**



**SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES**

**6.1 EVALUATION OF PROPOSALS**

The City Commission will serve as the Evaluation Committee and will, therefore, select the Proposal deemed the most qualified based on the submittal criteria. The City Commission reserves the right to select the proposal which, in the opinion and sole discretion of the City Commission, is in the best interest of, or most advantageous to, the City Commission. The City Commission reserves the right to waive any irregularities and technicalities in the proposals.

At a regular Commission meeting, the City Commission will evaluate each Proposer’s qualifications, references, and technical proposal. The Commission will then short list not less than (3) qualified firms based on the following criteria and using the information contained in the written responses to the RFP.

The short listed firms will then be invited to provide presentations to the City Commission and take part in an interview process by the Commission. The Commission reserves the right to ask questions of clarification as part of its evaluation. As part of this process, the firms must have the person designated as the COMMISSION AUDITOR and any other officials of the appropriate management level present and representing the firm. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished

The Commission will then rank the short listed firms based on the same criteria as listed above. The RFP shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City Commission taking into consideration the evaluation criteria.

**6.2 REVIEW OF PROPOSALS**

The Committee will use a points formula during the review process to score proposals. Each member of the Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. All of the members of the Committee will then convene to review and discuss these evaluations, and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional costs will be assigned to other Proposers. The Evaluation Committee will rank the firms and provide said ranking to the City Manager. Sealed dollar proposals will not be opened until the appropriate time.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

**6.3 EVALUATION CRITERIA**

Proposals will be evaluated using the following factors. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price.

CRITERIA	MAXIMUM POINTS
<p><b>1. Qualifications, Experience and Capability of Professional Personnel</b></p> <ul style="list-style-type: none"> <li>a. Qualifications and experience of the firm and any sub-consultants</li> <li>b. Availability of qualified personnel</li> <li>c. Ability to meet set standards</li> <li>d. Previous contracting experience with other governmental agencies</li> <li>e. Expertise of human resources</li> </ul>	<p>30</p>

<p><b>2. Ability to Perform</b></p> <ul style="list-style-type: none"> <li>a. Conveyance of a willingness to work with the City</li> <li>b. The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm’s capacity to accomplish it successfully.</li> <li>c. Quality level of services to be provided to the City</li> </ul>	20
<p><b>3. Technical Approach to the Scope of Work</b></p> <ul style="list-style-type: none"> <li>a. Understanding of the City’s needs</li> <li>b. Approach to the contract and methodology</li> <li>c. Technical soundness of the proposal</li> <li>d. Applicability of the services offered</li> <li>e. Meeting the City’s operational requirements</li> </ul>	35
<p><b>4. Cost Detail</b></p> <ul style="list-style-type: none"> <li>a. Price Proposal Form</li> <li>b. Any other Costs</li> </ul>	15
<p><b>TOTAL POSSIBLE POINTS:</b></p>	<b>100</b>

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

**NOTE REGARDING PRICE:** The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

- Second Lowest Proposer:
  - Second lowest cost – lowest cost = X
  - X divided by lowest cost = Y
  - Y times the total number of cost points = Z
  - Total number of cost points – Z = points assigned to 2<sup>nd</sup> Lowest

Example:

Lowest cost = \$1,000

Second lowest cost = \$1,250

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 15$  (max of 15 points, in this example) = 3.75

$15 - 3.75 = 11.25$  points to 2<sup>nd</sup> lowest proposer

#### **6.4 FINAL SELECTION**

The City Commission of the City of Cooper City will select the Proposal deemed the most qualified based on the submittal criteria.

#### **6.5 RIGHT TO REJECT PROPOSALS**

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

**[END OF SECTION]**

## SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.33, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division  
9090 SW 50th Place  
Cooper City, Florida 33328  
(954) 434-4300 x268  
Purchasing@CooperCityFL.org

### 7.2 SUBMISSION OF PROPOSALS

The following material is required to be submitted by Thursday, June 3, 2021, 3:00 PM EST for a contractor to be considered.

The Proposer shall submit FIVE (5) clearly identified copies of their proposal, including:

- One (1) **ORIGINAL, UNBOUND** copy
- Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
- One (1) **ELECTRONIC** copy (flash drive)

All proposals shall address and be presented as outlined below:

A. Title Page: List the following:

1. RFP 2021-1-COMM, COMMISSION AUDITOR
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Technical Proposal:

**General Requirements** - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

*Section 1 – Introduction Letter (Limit to two pages)*

- A. An introduction letter introducing the Company including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff.
- B. In the letter, the **Proposer must name the principal or other employee or the firm that shall be designated as the COMMISSION AUDITOR**. This person shall be considered the primary person responsible for this contract.
- C. Summarize in a brief and concise manner, the proposers understanding of the work to be performed, the commitment to perform the work, and a statement of why the firm believes it is best qualified to provide the services.
- D. An authorized agent of the Proposer must sign the Introduction Letter.

*Section 2 – Approach to the Project*

The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- A. Describe Proposer’s specific project plan and procedures to be used in providing the services in the Scope of Services. Include the methodology intended to conduct the Risk Assessment and audits.
- B. Describe Proposer’s approach to project organization and management, including the responsibilities of Proposer’s management and staff personnel that will perform work in this project Describe involvement of City Commission and City Staff
- C. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

*Section 3 – Firm Qualifications and Experience*

To be considered, the individual, management team or firm that is submitting a proposal must possess considerable expertise and experience in the development, management and implementation of government audits. The proposal shall include past performance, including the total number of similar assignments.

The following information shall be included regarding the Company’s experience with internal audits, best practices, efficiency, operational, forensic, and compliance audits.

Provide references for the last five (5) years for which your firm provided a similar service of the scope and nature required by this RFP similar in size and scope to the City’s request. These references must include, as a minimum: name of company, contact person, address, telephone number and email address. References shall include the general description of the project, the dates, and whether timelines were met. The City of Cooper City may not be used as a reference.

Letters of Commendations or Recommendation may be included in this section.

*Section 4 – Operational Information*

Proposers shall submit the following information as described below:

- A. Provide an organization chart showing all key personnel, including their titles, to be assigned to this contract. This chart must clearly identify the Proposer’s employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. “All key personnel”

includes all partners, managers, seniors and other professional staff that will perform work and/or services in this contract.

- B. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
- C. Describe the experience, qualifications, ability to meet schedules, and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
- D. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its proposal.

*Section 5 – Price Proposal*

The Pricing Sheet is included in this RFP as Page 5 of 5 of Attachment A. It includes two components described below:

- A. Fee to prepare the annual audit plan to include conducting the risk assessment and a cost for each element of the audit plan, workshop meetings with the Commission, and research where needed. This fee will be paid upon final approval of the Audit Plan.
- B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal. The hourly rates will be used to coincide with the cost estimates in the Audit Plan and can be used as a cost basis for any additional work not included in the original scope of work that may be later authorized by the City Commission.

The price proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches Proposer’s understanding of the City’s needs described in this Solicitation, the Proposer’s assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

**THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE marked “SEALED PRICING SHEET FOR COMMISSION AUDITOR”**

*Section 6 – Required Attachments (Attachments A-M of this RFP) and Professional Certifications.* DO NOT INCLUDE THE "PRICING SHEET" IN YOUR TECHNICAL PROPOSAL.

*Section 7 – Any Additional Information deemed relevant by the Proposer to this contract.*

Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk  
City of Cooper City  
9090 SW 50thPlace  
Cooper City, Florida 33328

Attachment A  
(Page 1 of 5)

# City of Cooper City, Florida

# Proposal Form

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## COMMISSION AUDITOR

## RFP 2021-1-COMM

Proposal Due: Thursday, June 3, 2021, 3:00 PM EST

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For Information Contact:

Kerri Anne Fisher, Purchasing Agent  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Wednesday, April 28, 2021

Submitted by: \_\_\_\_\_  
(Company name)

**Attachment A**  
(Page 2 of 5)

**Project:** COMMISSION AUDITOR  
**Contract Identification:** RFP 2021-1-COMM  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for one hundred and twenty (120) days from the date of the bid opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff  
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized



**Attachment A**  
(Page 3 of 5)

expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Agent, Kerri Anne Fisher. Questions must be emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, May 27, 2021 at 5:00PM,**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**Attachment A**  
*(Page 4 of 5)*

**Bidder's Contact Information**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business \_\_\_\_\_

Company's Website: \_\_\_\_\_

Authorized Signatory Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Additional Contact & Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Remit to Contact: Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Remit to Email: \_\_\_\_\_

**Attachment A**  
 (Page 5 of 5)

**PRICING SHEET  
 for  
 COMMISSION AUDITOR**

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

Item Description	Proposed Cost
A. Total fee to prepare an Annual Audit Plan that includes: i. Conducting a required Annual Risk Assessment ii. A cost for each element of the proposed Annual Audit Plan iii. Workshop meetings with the City Commission iv. All necessary research	\$
B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal	<b>ATTACH A SEPARATE SHEET WITH HOURLY RATE DETAILS</b>

Submitted by: \_\_\_\_\_  
 (Print)

Authorized Signature: \_\_\_\_\_  
 (Sign)

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

Company Name: \_\_\_\_\_

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

STATE: <b>FLORIDA</b>
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**Attachment B**

**REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. THE CITY OF COOPER CITY SHALL NOT BE USED AS A CLIENT REFERENCE.

1. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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2. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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3. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

This page shall be completed IN FULL and submitted with your bid.

**ATTACHMENT C**  
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_-\_\_\_\_-\_\_\_\_\_).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

**ATTACHMENT C**  
(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
	<i>Name of person making statement</i>
	_____
	<i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b>	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
<b>Personally Known</b> _____	<b>OR</b> <b>Produced Identification</b> _____
<b>Type of Identification Produced</b> _____	

**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

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

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__ by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT E**  
**BUSINESS ENTITY AFFIDAVIT**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

\_\_\_\_\_  
Name of Entity, Individual, Partners or Corporation

\_\_\_\_\_  
Doing Business As (If same as above, leave blank)

\_\_\_\_\_  
Street Address Suite City State

\_\_\_\_\_  
State and Date of Incorporation:

\_\_\_\_\_  
*Signature of Affiant* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

STATE:     **FLORIDA**  
COUNTY:     \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by: \_\_\_\_\_  
*Name of person making statement*

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

(NOTARY SEAL) \_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**ATTACHMENT F**



**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
  
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
  - \_\_\_\_\_ (a) Maintaining, defending, or settling any proceedings.
  - \_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_ (c) Maintaining bank accounts.
  - \_\_\_\_\_ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_\_ (e) Selling through independent contractors.
  - \_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
  - \_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_ (i) Transacting business in interstate commerce.
  - \_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm is NOT a corporation:**

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
PROPOSER'S LEGAL NAME

**Attachment G**

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.

**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:

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

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.

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) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)      Requester's name and address (optional)

**6** City, state, and ZIP code      www.irs.gov

**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 *How to get a TIN* on page 3.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

**or**

**Employer identification number**

		-									
--	--	---	--	--	--	--	--	--	--	--	--

**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.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      [Click Here to Sign](#)      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/fw9](http://www.irs.gov/fw9).

**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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-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 filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## Attachment H

### REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.fuia.com](http://www.fuia.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf), or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).

**ATTACHMENT I**

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	%
_____	_____	%
_____	_____	%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Date

**STATE: FLORIDA**  
**COUNTY:** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_  
*Name of person making statement*

(NOTARY SEAL) \_\_\_\_\_  
*Signature of Notary Public - State of Florida*

\_\_\_\_\_ *Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_

**ATTACHMENT J**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Date

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Date

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT L**

**Scrutinized Companies Affidavit**  
**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
**Print Name and Title** **Company Name**

certify that \_\_\_\_\_ does not:  
**Company Name**

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The 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 the 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

STATE: **FLORIDA**  
COUNTY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_  
*Name of person making statement*

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

(NOTARY SEAL)  
\_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_





**PROFESSIONAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

«Vendor\_Name\_Upper\_Case», a «Vendor\_Business\_Type», authorized to do business in the State of Florida, with a business address of «Vendor\_Address\_Line\_1», «Vendor\_Address\_Line\_2» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**W I T N E S S E T H:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation\_Advertisement\_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide the services of **COMMISSION AUDITOR** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2020-1-COMM**  
**“COMMISSION AUDITOR”**

1.2 On «Bid\_Opening\_Date», the bids were opened at the offices of the City Clerk.

1.3 On «Commission\_Award\_Date», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **COMMISSION AUDITOR**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **RFP 2020-1-COMM**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award

complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 The term of this Agreement shall be for one-time engagement.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. [NOTE: CONTRACTOR may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

3.4 **SCRUTINIZED COMPANIES.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed "**PRICING SHEET**" in Exhibit "B".

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

«Vendor\_Name»  
Attn: «Vendor\_Contact\_Title»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 6**  
**INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. 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 parties 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 party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY with notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

### 7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.6.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

- 1. Workers’ Compensation: Coverage A Statutory
- 2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

**7.7 REQUIRED ENDORSEMENTS**

- 7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.1 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 30-Day Notice of Cancellation or Non-Renewal to the CITY
- 7.7.4 CONTRACTORS’ policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY
- 7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

**ARTICLE 8**  
**INDEPENDENT CONTRACTOR**

8.1 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 all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and 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, H.U.D., 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 has 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.

**ARTICLE 9**  
**VENUE**

9.1 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 shall be in Broward County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt

records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**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 OF COOPER CITY  
CITY CLERK  
9090 S.W. 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@coopercityfl.org](mailto:PRR@coopercityfl.org)**

**ARTICLE 11  
~~FEMA REQUIREMENTS~~ - NOT REQUIRED FOR THIS SOLICITATION**

**~~Any reference made to CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:~~**

~~11.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.~~

~~11.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.~~

~~11.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.~~

~~11.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:-~~

- ~~(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including~~

apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- (4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

~~11.3.2 **Davis-Bacon Act:** Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5).~~ In accordance with the statute,



Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

~~11.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.~~

~~11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701-3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.~~

- ~~(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~
- ~~(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.~~
- ~~(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.~~
- ~~(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."~~

~~11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401–7671q, and the Federal Water Pollution Control Act ( 33 U.S.C. 1251–1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended ( 33 U.S.C. 1251–1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).–  
Clean Air Act.~~

- ~~(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.~~
- ~~(2) The Contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.~~
- ~~(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.~~

~~—————Federal Water Pollution Control Act~~

- ~~(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.~~
- ~~(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.~~
- ~~(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”~~

~~11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).~~

- ~~(1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.~~
- ~~(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”~~

~~11.3.7. Byrd Anti Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant,~~

~~or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”~~

~~11.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).~~

~~11.3.9 Recovered Materials.~~

~~(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired~~

~~(i) Competitively within a timeframe providing for compliance with the contract performance schedule~~

~~(ii) Meeting Contract performance requirements; or~~

~~(iii) At a reasonable price.~~

~~(2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-epg-program>.~~

~~11.3.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41~~

~~11.3.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes~~

~~11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,~~

~~(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.~~

~~(2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.~~

~~11.3.13 No Obligation by the Federal Government~~

~~(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.~~

~~(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.~~

~~11.3.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre approval.~~

~~11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.~~

~~11.3.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.~~

## **ARTICLE 12**

### **SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

## **ARTICLE 13**

### **E-VERIFY**

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and 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 Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 14**  
**MISCELLANEOUS**

14.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT’S work product for its intended purposes.

14.2 Records. CONSULTANT shall keep such records and accounts and require any and all SUBCONSULTANT s to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

14.4 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY                      City Manager  
                                 City of Cooper City  
                                 9090 S.W. 50<sup>th</sup> Place  
                                 Cooper City, Florida 33328  
                                 Telephone No.            (954) 434-4300

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

CONSULTANT«Vendor\_Contact\_Title»  
                                 «Vendor\_Name»

«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»  
E-mail: «Vendor\_Email»  
Telephone No: «Vendor\_Phone\_Number»  
Cell phone No: «Vendor\_Cell\_Number»  
Facsimile No: «Vendor\_Fax\_Number»

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

14.7 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

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

14.11 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 Counterparts and Execution. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONSULTANT:**

«Vendor\_Name\_Upper\_Case»

By: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of «Vendor\_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor\_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, «Contract\_Signature\_Year».

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)



## Addendum #1 – Questions & Answers

(Issued, Friday, May 21, 2021)

### RFP 2020-1-COMM, Commission Auditor

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

**Question 1:** RFP page 21, Criteria #1e, states “expertise of human resources”. Can you please elaborate? What experience is the City asking for?

**Answer 1:** The ability to audit personnel costs, personnel procedures and to assess the functions within a position.

**Question 2:** Regarding the sealed dollar cost proposal, Attachment A, Item Description A states “Total fee to prepare an Annual Audit Plan that includes: A cost for each element of the proposed Annual Audit Plan”. Based on professional standards, an audit plan cannot be completed prior to completing a risk assessment which includes interviewing City personnel. There is no feasible way to price out the cost until the risk assessment is completed. Also as noted on section 5.1 the Audit Plan is subject to approval by the City Commission and as such can change the scope of duties which can increase or decrease costs. Is the City asking for an initial price on the Risk Assessment only?

**Answer 2:** See Revised Pricing Sheet (Attachment A). Firms shall submit a lump-sum cost for an Annual Risk Assessment, as well as hourly rates. Hourly rates will be used to calculate the cost of task orders assigned by the City Commission, in accordance with an Audit Plan pre-approved by the City Commission.

**Question 3:** Who are the members of the selection committee?

**Answer 3:** The Mayor and City Commissioners.

- Greg Ross, Mayor
- Jeff Green, Commissioner
- Max Pulcini, Commissioner
- Howard Meltzer, Commissioner
- Ryan Shrouder, Commissioner



**Question 4:** Due to the public health emergency related to COVID-19 that is still impacting some parts of the United States, can the final Technical and Price documents be delivered electronically? Our production center is currently in a state with Covid restrictions that make hard copies difficult.

**Answer 4:** Unfortunately, we must receive hard copies to distribute to the evaluation committee.

---

**Question 5:** Due to the public health emergency related to COVID-19 that is still impacting some parts of the United States, can the Notary requirements for the required forms be waived? If selected, Crowe would be glad to provide original notarized versions of all the necessary documents.

**Answer 5:** Proposers are allowed to use online notaries.

---

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

**Acknowledgment of Addendum #1**

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

<i>Acknowledged by:</i> _____	<i>Company:</i> _____
<i>Print Name:</i> _____	<i>Date:</i> _____

**Attachment A**  
(Page 5 of 5)

**REVISED**

**PRICING SHEET for COMMISSION AUDITOR**

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

Item Description	Proposed Cost
<p><del>A. Total fee to prepare an Annual Audit Plan that includes:—</del></p> <ul style="list-style-type: none"> <li><del>i.—Conducting a required Annual Risk Assessment</del></li> <li><del>ii.—A cost for each element of the proposed Annual Audit Plan</del></li> <li><del>iii.—Workshop meetings with the City Commission</del></li> <li><del>iv.—All necessary research</del></li> </ul> <p>A. Total fee to prepare an Annual Risk Assessment:</p>	\$
<p>B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal</p> <p><i>Hourly rates will be used to calculate the cost of task orders assigned by the City Commission, in accordance with an Audit Plan pre-approved by the City Commission.</i></p>	<b>ATTACH A SEPARATE SHEET WITH HOURLY RATE DETAILS</b>

Submitted by: \_\_\_\_\_ (Print)

Authorized Signature: \_\_\_\_\_ (Sign)

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

Company Name: \_\_\_\_\_

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

STATE: **FLORIDA**  
COUNTY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_  
*Name of person making statement*

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

(NOTARY SEAL) \_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



**Addendum #2 – Questions & Answers**  
(Issued, Thursday, May 27, 2021)

RFP 2020-1-COMM, Commission Auditor

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

**Question 1:** On Attachment A – Pricing Sheet, for the Proposed Cost do you an example of how you want the hourly rates listed?  
B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal – is there a Section 4(A) or are we titling this section as Section 4(A)?

**Answer 1:** The ability to audit personnel costs, personnel procedures and to assess the functions within a position.

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

**Acknowledgment of Addendum #2**

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by: \_\_\_\_\_ Company: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**Addendum #3 – Questions & Answers**  
(Issued, Wednesday, June 2, 2021)

RFP 2020-1-COMM, Commission Auditor

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

**Question 1:** Has the City or Commission ever engaged a firm for services being requested?

**Answer 1:** No.

---

**Question 2:** Why is the City going out now for these services?

**Answer 2:** Commission request.

---

**Question 3:** How much is the budget for the services being requested?

**Answer 3:** The annual budget is to be determined based on task orders approved and assigned by the City Commission.

---

**Question 4:** What issue(s) are there to prompt the City to request these services

**Answer 4:** Commission has indicated a desire to have an auditor. There are no specific issues that staff is aware of.

---

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

**Acknowledgment of Addendum #3**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

<i>Acknowledged by:</i> _____	<i>Company:</i> _____
<i>Print Name:</i> _____	<i>Date:</i> _____



CPAs & ADVISORS

PROPOSAL FOR:

City of Cooper City

RFP 2021-1-COMM, COMMISSION AUDITOR

June 3, 2021 - 3:00 pm

PROPOSER:

MSL, P.A.

500 E. Broward Boulevard, Suite 1550

Fort Lauderdale, FL 33394

SUBMITTED BY:

William Blend, CPA, CFE

Shareholder

wblend@mslcpa.com

800.683.5401

ELECTRONIC



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# Section 1 – Introduction Letter

June 3, 2021

City Commission  
City of Cooper City  
City Hall  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida 33328

Dear Members of the City Commission:

First, we salute the Commission for asking its citizens to create the very important and necessary charter officer of the City, entitled the Commission Auditor, which answers directly and serves at the pleasure of the Commission. Your vision and foresight in allowing your citizenry via public referendum to institute this independent position was a bold and forthright statement that you, the City Commission, want transparency, compliance and efficiency in the daily operations of your government.

There are many professional, qualified firms and individuals within the auditing profession with lengthy and proud resumes. The very important test and challenge the Commission is faced with is choosing the firm that has the conviction, independence, strength and attitude of understanding their role and who they report to and answer to. Auditing is more than just understanding principles and standards; it is an attitude and wanting to explore, analyze and fairly and accurately present the reality of a department, account, process as it really is. Diligence, perseverance and a wanting to get to the bottom line is immensely important, as it's not accepting the first answers and explanations offered by the audited parties. This is what separates auditors from rationalizers. Finally, the establishment of a serious and deep level of trust between a Commission and its Commission Auditor is essential, or the program will fail.

We fully understand the scope of work the City Commission is requesting. Building off past knowledge and experience with the City, we will perform risk assessments of key offices, departments, and agencies. We will also evaluate revenue sources and significant contracts for performing revenue enhancement and compliance procedures. We will formulate the information and data gathered during the risk assessment phase and develop an audit plan for approval by the City Commission. At the direction of the City Commission, we will conduct audits in accordance with the American Institute of CPA's Attestation Standards for areas identified. We will report directly to the City Commission the results of our audits as each segment is completed. Our goal will be to provide feedback to the City Commission as quickly as possible.

We have assembled a team of governmental specialists with over 100 years of combined experience, who are committed to the City Commission, and can deliver the requested services efficiently and competitively. Unlike other firms, we have prior knowledge of the City and its operations and are prepared to hit the ground running. We also guarantee the City Commission that we won't be biased by management in any way and will report to you objectively and with the upmost integrity.



### ***Firm Profile and History***

MSL is a Florida corporation that has been in business for over 45 years and has grown to be one of the largest independently owned and operated firms of certified public accountants in the Southeast. We are a nationally recognized CPA firm, serving clients in more than 20 states and eight countries. We have approximately 100 employees and four office locations throughout Florida – Central Florida, South Florida, Tampa Bay, and North Florida. Many of our shareholders are nationally recognized specialists in their field of practice.

### ***Why MSL is the right firm for this engagement***

All members of our engagement team have served municipal clients in the state of Florida. This includes extensive experience in auditing enterprise funds, defined benefit plans, community redevelopment agencies, federal and state grants. Our engagement team members have provided internal auditing services to the cities of Pembroke Pines and Coral Springs - to name just a few. These municipal engagements are similar in size and scope to the City.

### ***Local Firm with a National and Statewide Presence***

**Bill Blend**, your Commission Auditor and Engagement Shareholder, has over 25 years of governmental auditing, accounting, and consulting experience in Florida. He serves on the Florida Board of Accountancy, Technical Accounting and Auditing Committees for both the Florida Institute of Certified Public Accountants (FICPA) and the Florida Government Finance Officers Association (FGFOA). Bill is one of only a few CPAs in the state qualified by the FICPA to teach their government ethics class, and he is often sought out as a speaker around the state. **Joel Knopp**, your Technical Review Shareholder, has over 20 years of governmental auditing, accounting, and consulting experience. Joel provides a large part of the internal training for our staff. **Dan O’Keefe**, your Consulting Shareholder, has over 40 years of governmental auditing, accounting, and consulting experience in Florida. Dan served on the American Institute of Certified Public Accountants (AICPA) State and Local Government Expert Panel and serves on the AICPA State and Local Government Conference Committee. He is a nationally recognized speaker in the area of state and local governmental accounting and auditing. In addition, **Dan authored the Florida Single Audit Act and is currently the Commission Auditor for the City of Pembroke Pines, FL.** **Eddy Castaneda**, your Audit Manager, has over 13 years of public accounting experience, including performing external and internal audits, examinations, reviews, and compliance work for governmental and not-for-profit entities.

### ***Project Manager and Point of Contacts***

As Engagement Shareholder, I will be the Project Manager and am authorized to make representations for the engagement team and MSL. There will be two points of contact on this engagement – myself and Eddy Castaneda. You can reach me at my office at (800) 683-5401, my mobile at (407) 920-2158 and/or via e-mail at [wblend@mslcpa.com](mailto:wblend@mslcpa.com). Eddy Castaneda can be reached at (352) 895-6201 and/or via email at [ecastaneda@mslcpa.com](mailto:ecastaneda@mslcpa.com). Our office locations are in Fort Lauderdale and Orlando, respectively.

Pursuant to your Request for Proposal, we herein offer our express agreement to meet or exceed the performance specifications stated in your RFP within the specified time period. In addition, this proposal remains in effect for one hundred and twenty (120) days and may be extended at the discretion of the Firm.

Sincerely,



William Blend, CPA, CFE  
Engagement Shareholder

# Section 2 – Approach to the Project

## Annual Audit Plan

The first step in implementing internal audits within an organization is to set an annual plan. This plan will be developed by performing an overall risk assessment of the City (discussed in more detail below) as well as workshops held with the City Commission. The risk assessment will be performed prior to the workshop so that we can have information ready for the Commission and incorporate any areas of concern they have. The goal of this process is to ensure that the plan will meet the expectations of the Commission. The results of these audits will always be to focus on areas for improved governmental efficiency and costs savings whenever possible.

The plan should also ensure that prior internal and external audit findings are properly addressed when applicable. The plan must be flexible to meet the challenges that face every organization, especially one which operates in the public environment. The audit plan and its status will be presented to the Commission on a quarterly basis, at a minimum, to keep the Commission informed on the progress made and also update the plan should any issues arise.

As your internal auditors, we commit to you that should a critical issue arise which was not previously part of the plan, we will update the plan accordingly and allocate the necessary resources to address the issue(s).

In addition, this process will be used to identify vulnerabilities that may be hindering operational effectiveness or increasing costs through ineffective operations or possible fraud, waste or abuse.

### **Overall Risk Assessment**

The overall risk assessment includes an analysis of the City’s activities and operations. Procedures performed to obtain this information included but are not limited to review of the City’s budget, financial statements, and prior internal auditor reports, inquiry of management and Commissioners on an individual basis.

Once these general procedures are completed, a more in-depth analysis is performed in areas identified. Controls or operations activities will be assessed to confirm the initial risk assessment. This process includes evaluation of internal controls in the areas identified. Internal controls will be evaluated using the five components of the COSO model; **Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring**. These components will be evaluated for all of the areas identified in the initial risk assessment.

Risk factors in this evaluation include, but are not limited to, the following:

#### **Control Risk Factors:**

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| Qualifications of personnel         | Turnover in personnel             |
| Changes in accounting and reporting | Last time controls were evaluated |
| Economic conditions                 | Changes to information technology |
| Changes in laws or regulations      | Susceptibility to fraud or abuse  |
| Segregation of duties               | Number of transactions            |
| Transaction complexity              | Pressures or incentives           |

The purpose of this evaluation is to be able to prioritize areas for possible internal audit. Once this information is completed, an initial plan will be proposed to the Commission at a workshop at which time the annual audit plan will be finalized based upon the consensus of the Commission. At this point, we as your internal auditors, would begin the individual internal audits according to the priorities and time schedule set out at this City Commission workshop.

**Individual Audit Plan Phases**

Each individual audit plan will be unique to the area being evaluated. The unique plan is dependent upon the area being audited, the goal of the audit (policy compliance, operational efficiency, etc.) The phases below are identified from a general perspective and would be the process for all audits:

**Planning Phase**

We will conduct a pre-audit planning conference with applicable Management and staff in the area(s) to be evaluated. During this meeting, issues such as policies and procedures, work flow and other relevant aspects of the program under audit will be discussed and identified. An audit schedule would also be worked out during this meeting. The planning phase is essential to ensuring the best and most efficient results of any internal audit, therefore, we will place significant emphasis on this phase to ensure that all of the appropriate data and facts are identified. Our goal is to develop an audit plan that will be efficient and effective and provide the best results possible.

Our audit approach is risk-based. We will assess risk for each of the objectives identified during this phase. This assessment includes an assessment for inherent and control risk to determine a combined assessment of risk. The goal is to ensure that we develop procedures to properly address these risks in the areas being audited.

**Review Phase**

Based on the facts gathered during the planning phase, we would then perform a preliminary review of the audit area. This is done to verify that our initial plan, as developed from the planning meeting, will work based on the actual circumstances. If necessary, appropriate changes would be made to the audit procedures developed during the planning phase. Procedures performed in this phase often include walkthroughs, inquiry of staff, surveys, analytical procedures, and other procedures deemed appropriate for the area under audit and to ensure our plan will meet the objectives identified in our plan.

**Testing Phase**

Utilizing the information gathered in the previous phases, we will implement our audit plan. Using our tailored audit programs for the area under audit, we will apply all steps of the audit program during this phase. Procedures performed will include, but not be limited to, transaction testing, benchmarking with similar entities, observations, document review, and other procedures deemed necessary to ensure all audit objectives are met. If required, based upon any change in circumstances or facts uncovered during this process, we would modify our audit program, as necessary.

### Reporting Phase

After completion of the testing phase, we will compile our results and schedule an exit conference with all relevant personnel. The goal of this conference is to provide Management and staff a final opportunity to clarify and provide additional supporting documentation, when applicable, to clarify any issues noted during our testing phase. After the exit conference, we will prepare and issue a draft report, consistent with the reporting requirements for performance audits included in the latest version of the *Yellow Book*. The draft report will include a section for Management comments, which we would expect appropriate City Management personnel would complete. After receiving Management’s comments on the draft report, we will incorporate such comments, as appropriate, and issue a final report. The ultimate goal is to ensure that our reports are accurate and that all possible information has been identified and evaluated before we issue any final reports. The final report would then be presented to the City Commission.

## Project Organization and Management

### Project Organization

Upon final approval of the Commission of the audit plan as your internal auditors, we will manage each engagement fully. This includes the planning and supervision of staff. We will work with management and City staff to coordinate the internal audits in an effort to minimize the impact to the City’s daily activities while accomplishing the goals of the audit. We will work with staff, then management, if necessary to iron out any details and obtain the required support to accomplish our goal. Should this process result in delays beyond the plan audit schedule we would then inform the Commission of any hurdles that may arise. If a particular engagement should extend over a significant period of time, we would incorporate interim updates to the Commission on the status of the audit either with the presentation of a completed audit or at some other regularly scheduled meeting.

All projects will be organized to ensure compliance with any applicable attestation standards.

## Type/Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures are utilized in the planning, substantive testing, and wrap-up phases of all audits. The extent to which they are utilized is dependent on our assessment of where the significant audit risks are. In the planning stage, analytical testing is used as one of many methods to determine “what has happened” during the audit period. Generally, we will utilize comparisons to prior-year activities. In addition, to make the information useful in the planning stages, we implement this process on the financial statement level to give us an overall assessment of changes that have occurred. During the substantive testing phase of the engagement, we generally utilize analytical procedures on revenue and expenditure/expense accounts, including, when appropriate, comparisons to prior year, as well as to budget. We utilize analytical procedures, when reasonable, to compare to operational information. For example, comparing water production to related revenues and expenses with direct or inverse relationships. The full extent to which analytical procedures are utilized is based on the auditor’s professional judgment and the overall risk assessment results.

Substantive procedures include records examination (inspection), confirmation, observation, verification, inquiry, and analytical procedures, all of which have been previously presented. The extent to which any procedure is utilized is determined based on the auditor’s evaluation of the account balance or transaction being evaluated. The best method utilized is dependent on the auditor’s risk assessment of the specific accounting or reporting issue at hand. Which procedures are utilized is carefully evaluated throughout the audit process and often more than one of these procedures is implemented. In all cases, the audit team discusses the approach to be taken and evaluates this decision during the audit process to ensure that the testing performed will provide a reasonable basis for the auditor’s conclusions.

### **Approach to be taken to Gain and Document an Understanding of the City’s Internal Control Structure**

Audit standards require us to gain an understanding of the City, its environment, and its internal controls in order for us to properly plan our audit to address audit risk at the financial statement assertion level.

The objective in gaining this understanding is to identify areas of risk, consider factors that affect the risk area, and design tests of controls, when applicable, as well as substantive procedures. We anticipate evaluation of controls over the following significant areas:

The objective in gaining this understanding is to identify areas of risk, consider factors that affect the risk area, and design tests of controls, when applicable, as well as substantive procedures. We anticipate evaluation of controls over the following significant areas:

- Cash and investments
- Accounts and grants receivable
- Capital assets
- Payables and accrued liabilities
- Monitoring and risk assessment on an entity-wide level
- Other areas will be evaluated, as deemed necessary
- Debt
- Financial reporting
- Grants
- Pensions and OPEB
- Cash receipts
- Cash disbursements
- Payroll

Procedures performed in our initial assessment will include examination of the applicable documentation (including policies and procedures), contracts, debt agreements, and other documentation necessary to gain an understanding of the significant accounting and reporting controls in place, as well as our expectations of what controls should be in place. Once an understanding has been gained, we will perform walkthroughs of the controls documented and make inquiries of staff.

The scope of testing performed on controls will be determined based on our evaluation of both inherent and control risk. The results of our assessment will determine the extent to which we will test controls, as well as the nature, timing, and extent of substantive audit procedures to be performed.

## Approach to Determine Laws and Regulations to be Subject to Audit Test Work

A key component in auditing any governmental entity is to determine those laws, regulations, and contracts that have a significant impact on the City operations. Our audit approach in this area involves the following:

- Review of enabling legislation
- Review of prior financial statements
- Inquiry of management and staff
- Review of federal and state laws
- Review of grant agreements
- Review of contracts and other agreements

Once significant laws and regulations that affect the City have been identified, we will develop compliance testing to ensure that we address these issues.

Areas currently identified as significant compliance areas are as follows:

- Debt covenants
- City's investment policy
- Pension plan requirements
- Other significant agreements
- Federal and state grants
- Federal tax and wage reporting

### ***Responsibilities of Proposer Staff***

Overall responsibility to ensure that the annual audit plan and each individual audit is completed to the satisfaction of the Commission lies with the engagement shareholder, **Bill Blend**. Bill will, as necessary, assign the other team members various responsibilities based upon the skillset(s) required to accomplish the individual internal audit objectives. At no time will the City Commission, City Management or staff be responsible for the internal audit staff. As documented in staff resumes, we are assigning only our most experienced and professional staff to this engagement. Each member of your internal audit team will know their responsibilities and ensure they perform the service to the City in the highest professional manner.

### ***Involvement of City Commission, Management and Staff***

The involvement of the City Commission will be concentrated in the areas as touched on above - the risk assessment process at which time each Commissioner will be asked for their input and during the Commission workshop to finalize the internal audit plan. Beyond that, the Commission would be notified should any significant matters arise which would need to be brought to their attention and, finally, during the presentation of the audit results.

The involvement of City Management and Staff will vary depending on the area being audited. We would expect that, as applicable, they will provide us with all of the appropriate documents for us to properly complete our procedures. We are fully paperless in our audit environment and, therefore, electronic copies of documents, schedules, memos, and other relevant documents will be requested. If it is not possible to obtain documentation in an electronic format, then paper copies will be acceptable.

Our goal will be to minimize interruptions in your management and staff's daily work environment, while ensuring that we complete the audit objectives. Therefore, as much as possible, we will schedule meetings around staff and Management's schedules. However, sometimes the objective of the procedure will include an aspect of unpredictability, as in the case of surprise cash counts. These types of activities will be limited to only those that require no advance notice to ensure best results. In all cases, we will provide a request list in advance to ensure that staff has ample time to gather data with minimal work interruption.

### Ability to Complete Project on Time

We are committed to meeting the audit timeline detailed in the RFP. We have sufficient staff experienced in governmental auditing to meet the City's timelines. Our Firm's policy is to review current workloads and staffing prior to responding to any RFP. The bottom line is that we would not have responded to your RFP if we did not have the staffing and resources to fully comply with the City's needs.

Your engagement shareholders, managers and staff will be available to meet with the City's Council Member, Administration and City staff on any material matters that could affect the financial position or results of operations.

To ensure the Firm will provide optimum service to clients, we must demonstrate that we have the skills to perform the work and the capacity to properly staff the engagement. The Governmental Practice Group (GPG) has 31 trained auditors that are qualified to work on governmental audit engagements. The GPG has firm claim on available governmental auditors when new clients are added. **Based on our analysis, we have ample capacity to add City of Cooper City as a client.** We believe the proposal demonstrates our qualifications.

### Exceptions to the Terms of Solicitation

MSL has no exceptions to the terms of solicitation.

# Section 3 – Firm Qualifications and Experience

## Firm Overview

MSL is a Florida corporation that has been in continuous business for more than 45 years and has grown to be one of the largest independently owned and operated firms of certified public accountants in the state.

We currently serve a substantial number of governmental entities throughout the state. In fact, we have one of the largest governmental practices in the state of Florida. Many of our shareholders are nationally recognized specialists in their field of practice. The Firm and all of its CPAs are actively involved with the Florida Institute for Certified Public Accountants (FICPA) and American Institute of Certified Public Accounting (AICPA), as well as the Private Companies Practice Section of the AICPA. Members of our Governmental Practice Group (GPG) are involved with the AICPA’s Governmental Audit Quality Center (AICPA GAQC).

In past years, many large, local, and Florida regional firms have been acquired by conglomerates penetrating the Florida market. Unlike these firms, we do not refer to Florida as a “market;” we refer to Florida as our home. A unique characteristic about our Firm is that over 80% of our clients are governmental or healthcare. These two sectors have been the most stable during any economic cycle. That has provided stability and strength to our Firm. We believe that by staying independent of larger firms, we can provide high-quality, personalized service from our local Florida offices.

While we consider ourselves an independent statewide firm, MSL is also associated with Moore North America and Moore Global for the purposes of obtaining national or international resources when necessary. We currently serve clients in more than 20 states and eight countries.



Being a member of Moore North America gives MSL immediate access to the expertise, business, and geographic presence of trusted member firms throughout the U.S. There are 27 U.S. accounting firms in over 120 cities with over 150 offices. Total fee income for Moore North America is approximately \$1.03 billion.

## Size of Firm and Governmental Practice Group (GPG)

MSL has approximately 100 employees located within our four offices in Florida. MSL’s Governmental Practice Group (GPG) includes 31 dedicated individuals. This total includes three Shareholders, three Managers, one Supervisor, and fifteen Seniors and Staff. In addition, the GPG utilizes three IT Specialists and is supported by six Administrative Support personnel.

MSL Staffing	Firm	GPG
Shareholders	13	3
Directors	2	-
Managers	16	3
Supervisors	3	1
Seniors & Staff	35	15
IT Specialists	4	3
Support Staff	21	6
<b>Total</b>	<b>94</b>	<b>31</b>



## Philosophy on Staff Retention

It has always been in the best interest of MSL and our clients to have staff return to an engagement. We recognize the importance of continuity to both the efficiency and effectiveness of the audit. We will strive to provide you continuity of staffing. Our turnover is significantly lower than average for firms our size.

There is nothing more disruptive to clients than to have different staff assigned to an engagement from one year to the next. We will commit the same staff to your engagement from year-to-year. We cannot guarantee that team members will not leave the Firm, but we can tell you that our Firm has very low turnover rates. Many of our staff came to our Firm because of the strength of our governmental and not-for-profit practices. We consider our staff to be our most important resource. **MSL's average staff tenure is 12.5 years, and 25% of our staff have been with MSL for more than 10 years.**

Staffing continuity is a very important aspect of our attestation practice. We strive to keep staff turnover as low as possible, in part, by the following areas of emphasis:

- Commitment to hiring quality staff to serve our clients starts at the top. Our shareholder group is very active in our staff recruitment and retention program.
- Education of our staff. We place the highest regard on training our staff and helping them excel in their careers. The size of our Firm provides the ability to move up, while not feeling lost in a big corporate environment.
- We have won the "Best Places to Work" award for over 10 years.

The audit team for this engagement has decades of experience in serving governmental clients. Most of this experience has been with MSL. We recognize that staff continuity keeps disruptions to your daily operations to a minimum. In addition, it allows us to continue to provide high-quality, efficient service when the individuals who work with you directly continue to be involved with your engagement for many years.

## Service Experience

MSL is committed to the governmental sector. Our governmental practice accounts for a significant portion of our Firm's revenues. Governmental work is not filler work at MSL. **Members of this group dedicate 90% of their time working with governmental clients.** MSL's GPG has experienced significant growth locally and statewide. **Currently, MSL provides auditing services to approximately 48 governmental clients.**

**We currently provide auditing services to the following entities:**

- **18 Florida municipalities**
- **9 Florida school districts**
- **6 Florida counties**
- **15 Special districts and authorities**

We have also provided a variety of services to governmental entities related to risk assessment for internal controls, fraud litigation, efficiency and cost studies, and policy reviews and monitoring.

Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>Municipalities</b>				
<b>City of Altamonte Springs</b> 610 hours	Audit	2005 - Current	Mark DeBord Finance Director <a href="mailto:mbdebord@altamonte.org">mbdebord@altamonte.org</a>	225 Newburyport Avenue Altamonte Springs, FL 32701 P: (407) 571-8093 F: (407) 571-8082
<b>City of Apopka</b> 550 hours	Audit	2014 - 2019	Jamie Roberson Finance Director <a href="mailto:jroberson@apopka.net">jroberson@apopka.net</a>	120 E. Main Street Apopka, FL 32703 P: (407) 703-1601 F: (407) 703-1723
<b>City of Casselberry</b> 570 hours	Audit	2006 - Current	Carol Conroy Finance Director <a href="mailto:cconroy@casselberry.org">cconroy@casselberry.org</a>	95 Triplet Lake Drive Casselberry, FL 32707 P: (407) 262-7700 F: (407) 262-7746
<b>City of Cocoa</b> 680 hours	Audit	2018 - Current	Rebecca Bowman Finance Director <a href="mailto:rbowman@cocoafl.org">rbowman@cocoafl.org</a>	65 Stone Street Cocoa, FL 32922 P: (321) 433-8600 F: n/a
<b>City of Cocoa Beach</b> 720 hours	Audit	2005 - Current	Eileen Clark Finance Director <a href="mailto:eclark@cityofcocoa-beach.com">eclark@cityofcocoa-beach.com</a>	2 South Orlando Avenue Cocoa Beach, FL 32932 P: (321) 868-3207 F: (321) 868-3268
<b>City of Dunedin</b> 550 hours	Audit	2013 - Current	Les Tyler Finance Director <a href="mailto:lt Tyler@dunedinfl.net">lt Tyler@dunedinfl.net</a>	750 Milwaukee Avenue Dunedin, FL 34698 P: (727) 298-3060 F: (727) 298-3067
<b>City of Fort Lauderdale</b> 150 hours	Single Audit	2012 - 2015	Linda Logan-Short Controller <a href="mailto:llogan-short@fortlauderdale.gov">llogan-short@fortlauderdale.gov</a>	100 N. Andrews Avenue Fort Lauderdale, FL 33301 P: (954) 828-5627 F: (954) 828-5168
<b>City of Indian Rocks Beach</b> 280 hours	Audit	2006 - Current	Dan Carpenter Finance Director <a href="mailto:dcarpenter@irbcity.com">dcarpenter@irbcity.com</a>	1507 Bay Palm Boulevard Indian Rocks Beach, FL 33785 P: (727) 517-0204 F: (727) 595-4627
<b>City of Leesburg</b> 680 hours	Audit	2010 - Current	James Williams Finance Director <a href="mailto:james.williams@leesburgflorida.gov">james.williams@leesburgflorida.gov</a>	501 W. Meadow Street Leesburg, FL 34748 P: (352) 728-9715 F: n/a
<b>City of Orlando</b> 1,930 hours	Audit	2013 - Current	Michelle McCrimmon, Deputy Chief Financial Officer <a href="mailto:michelle.mccrimmon@cityoforlando.gov">michelle.mccrimmon@cityoforlando.gov</a>	400 S. Orange Avenue Orlando, FL 32802 P: (407) 246-2165 F: (407) 246-2707
<b>City of Palm Bay</b> 670 hours	Audit	2010 - 2013; 2018 - Current	Yvonne McDonald Finance Director <a href="mailto:mcdony@palmbayflorida.org">mcdony@palmbayflorida.org</a>	120 Malabar Road, SE Palm Bay, FL 32907 P: (321) 952-3418 F: n/a
<b>City of Pembroke Pines</b> 2,500 hours	Commission Auditor	2010 - Current	Aner Gonzales Asst. City Manager <a href="mailto:agonzalez@ppines.com">agonzalez@ppines.com</a>	10100 Pines Boulevard Pembroke Pines, FL 33026 P: (954) 435-6500 F: n/a

Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>Municipalities (Continued)</b>				
<b>City of Sanford</b> 720 hours	Audit	2008 - Current	Cynthia Lindsay Director of Finance <a href="mailto:lindsayc@sanfordfl.gov">lindsayc@sanfordfl.gov</a>	300 N. Park Avenue Sanford, FL 32771 P: (407) 688-5026 F: (407) 330-5666
<b>City of Stuart</b> 210 hours	Audit	2016 - Current	Louis J. Boglioli III Finance Director <a href="mailto:lboglioli@ci.stuart.fl.us">lboglioli@ci.stuart.fl.us</a>	121 SW Flagler Avenue Stuart, FL 34994 P: (772)-288-5324 F: n/a
<b>City of Sunny Isles Beach</b> 450 hours	Audit	2016 - Current	Tiffany Neely Finance Director <a href="mailto:tneely@sibfl.net">tneely@sibfl.net</a>	18070 Collins Avenue Sunny Isles Beach, FL 33160 P: (305) 792-1805 F: (305) 792-1639
<b>City of Tallahassee</b> 1,700 hours	Audit	2019 - Current	Patrick Twyman, Director of Financial Services <a href="mailto:Patrick.twyman@talgov.com">Patrick.twyman@talgov.com</a>	300 S. Adams Street Tallahassee, FL 32301 P: (850) 891-8868 F: (850) 891-8109
<b>City of Tarpon Springs</b> 450 hours	Audit	2015 - 2019	Ron Harring Finance Director <a href="mailto:rharring@ctsfl.us">rharring@ctsfl.us</a>	324 E. Pine Street Tarpon Springs, FL 34689 P: (727) 942-5612 F: (727) 942-5637
<b>City of Temple Terrace</b> 480 hours	Audit	2015 - Current	Lynda Boswell Finance Director <a href="mailto:lboswell@templeterrace.com">lboswell@templeterrace.com</a>	11250 N. 56 <sup>th</sup> Street Temple Terrace, FL 33617 P: (813) 506-6412 F: (813) 506-6411
<b>City of Venice</b> 610 hours	Audit	2011 - Current	Linda Senne Finance Director <a href="mailto:LSenne@venicegov.com">LSenne@venicegov.com</a>	401 West Venice Avenue Venice, FL 34285 P: (941) 486-2626 F: (941) 486-2790
<b>City of Winter Park</b> 620 hours	Audit	2013 - Current	Wes Hamil Finance Director <a href="mailto:whamil@cityofwinterpark.org">whamil@cityofwinterpark.org</a>	401 Park Avenue South Winter Park, FL 32789 P: (407) 599-3381 F: (407) 691-6732
<b>Special Districts and Authorities</b>				
<b>Barefoot Bay Recreation District</b> 220 hours	Audit	2006 - Current	Charles Henley Finance Director <a href="mailto:charleshenley@bbrd.org">charleshenley@bbrd.org</a>	625 Barefoot Boulevard Barefoot Bay, FL 32976 P: (772) 664-3141 F: (772) 664-1928
<b>Central Florida Expressway Authority</b> 810 hours	Audit	2012 - Current	Lisa Lumbar CFO <a href="mailto:lisa.lumbar@cfxway.com">lisa.lumbar@cfxway.com</a>	4974 ORL Tower Road Orlando, FL 32807 P: (407) 690-5323 F: (407) 690-5031
<b>East Central Florida Regional Planning Council</b> 120 hours	Audit	2005 - Current	Julie Bowes, Finance Manager <a href="mailto:jbowes@ecfrpc.org">jbowes@ecfrpc.org</a>	455 N. Garland Avenue Suite 414 Orlando, FL 32801 P: (407) 262-7772 F: (407) 245-0285
<b>Early Learning Coalition of Flagler &amp; Volusia County</b> 250 hours	Audit	2010 - 2017	DJ Lebo, Executive Director <a href="mailto:djlebo@elcfv.org">djlebo@elcfv.org</a>	135 Executive Circle Suite 100 Daytona Beach, FL 32114 P: (386) 323-2400 F: (386-323-2432

Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>Special Districts and Authorities (Continued)</b>				
<b>Early Learning Coalition of Hillsborough County</b> 230 hours	Audit	2014 - Current	Steve Costner, Finance Director <a href="mailto:scostner@elchc.org">scostner@elchc.org</a>	6302 E. Martin Luther King, Jr. Boulevard., Suite 100 Tampa, FL 33619 P: (813) 435-2340 F: (813) 435-2299
<b>Greater Orlando Aviation Authority</b> 2,280 hours	Audit Quarterly Reviews Hotel Audit	2015 - Current	Kathleen Sharman CFO <a href="mailto:kathleen.sharman@goaa.org">kathleen.sharman@goaa.org</a>	One Jeff Fuqua Boulevard Orlando, FL 32827 P: (407) 825-2001 F: (407) 825-2526
<b>Lake Apopka Natural Gas District</b> 270 hours	Audit	2016 - Current	Clifton Addison, CFO <a href="mailto:caddison@landgd.org">caddison@landgd.org</a>	1320 Garden-Vineland Road Winter Garden, FL 314787 P: (407) 614-5778 F: (407) 656-9371
<b>Lake Sumter Metropolitan Planning Organization</b> 150 hours	Audit	2013 - Current	Michael Woods Executive Director <a href="mailto:mwoods@lakesumtermpo.com">mwoods@lakesumtermpo.com</a>	225 W. Guava Street Suite 211 Lady Lake, FL 32159 P: (407) 315-0170 F: (352) 315-0993
<b>MetroPlan Orlando</b> 260 hours	Audit	2005 - Current	Jason Loschiavo Dir. of Finance & Admin. <a href="mailto:jloschiavo@metroplanorlando.com">jloschiavo@metroplanorlando.com</a>	250 S. Orange Avenue Suite 200 Orlando, FL 32801 P: (407) 481-5672 F: (407) 481-5680
<b>Miami-Dade Expressway Authority</b> 640 hours	Audit	2011 - Current	Marie Schafer Chief Financial Officer <a href="mailto:mschafer@mdxway.com">mschafer@mdxway.com</a>	3790 N.W. 21 <sup>st</sup> Street Miami, FL 33142 P: (305) 637-3277 F: n/a
<b>Naples Airport Authority</b> 420 hours	Audit	2017 - Current	Ken Warriner Director of Finance <a href="mailto:kwarriner@flynaples.com">kwarriner@flynaples.com</a>	160 Aviation Drive North Naples, FL 34104 P: (239) 643-0733 F: n/a
<b>North Brevard Hospital District/Parrish Medical</b> 1,300 hours	Audit	2008 - Current	Tim Skeldon, Executive Vice President Corporate Finance/CFO <a href="mailto:tim.skeldon@parrishmed.com">tim.skeldon@parrishmed.com</a>	951 North Washington Avenue Titusville, FL 32796 P: (321) 268-6333 F: (321) 268-6231
<b>Osceola Heritage Park</b> 190 hours	Audit	2006 - Current	Mary Burd Director of Finance <a href="mailto:maburd@ohpark.com">maburd@ohpark.com</a>	1875 Silverspur Lane Kissimmee, FL 34744 P: (321) 697-3340 F: (321) 697-3334
<b>Sanford Airport Authority</b> 340 hours	Audit	2014 - Current	Don Poore Chief Financial Officer <a href="mailto:dpoore@osaa.net">dpoore@osaa.net</a>	1200 Red Cleveland Boulevard Sanford, FL 32773 P: (407) 585-4018 F: (407) 585-4019
<b>Toho Water Authority</b> 470 hours	Audit	2005 - Current	Rodney Henderson Business Services Mgr. <a href="mailto:rhenderson@tohowater.com">rhenderson@tohowater.com</a>	951 Martin Luther King Jr. Blvd. Kissimmee, FL 34741 P: (407) 944-5135 F: (407) 847-7945

Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>School Districts</b>				
<b>Brevard County</b> 1,400 hours	Audit	2014 - Current	JoAnn Clark Director of Accounting Services <a href="mailto:clark.joann@brevardschools.org">clark.joann@brevardschools.org</a>	2700 Judge Fran Jamieson Way Viera, FL 32940 P: (321) 633-1000 F: (321) 633-3680
<b>Broward County</b> 1,250 hours	Audit	2007 - 2011; 2017 - Current	Erum Motiwala Dir. of Financial Reporting <a href="mailto:erum.motiwala@browardschools.com">erum.motiwala@browardschools.com</a>	600 Southeast Third Avenue 8 <sup>th</sup> Floor Fort Lauderdale, FL 33301 P: (754) 321-2276 F: n/a
<b>Duval County</b> 1,750 hours	Audit	2020 - Current	Michelle Begley, CFO <a href="mailto:begleym@duvalschools.org">begleym@duvalschools.org</a>	1701 Prudential Drive Jacksonville, FL 32207 P: (904) 390-2972 F: n/a
<b>Escambia County</b> 950 hours	Audit	2012 - Current	Terry St. Cyr Asst Supt for Finance & Bus Svcs <a href="mailto:TSTCyr@escambia.k12.fl.us">TSTCyr@escambia.k12.fl.us</a>	75 North Pace Boulevard Pensacola, FL 32505 P: (850) 469-6122 F: (850) 469-6266
<b>Lee County</b> 830 hours	Audit	2016 - Current	Michael Gatewood, Director of Finance Services <a href="mailto:MichaelLG@leeschools.net">MichaelLG@leeschools.net</a>	2855 Colonial Boulevard Ft. Myers, FL 33966 P: (239) 337-8229 F: n/a
<b>Manatee County</b> 530 hours	Audit/ Internal Accounts Audit	2014 - 2019	Tammy Taylor Finance Director <a href="mailto:taylor@manateeschools.net">taylor@manateeschools.net</a>	215 Manatee Avenue West Bradenton, FL 34205 P: (941) 708-8770, ext 2111 F: n/a
<b>Osceola County</b> 830 hours	Audit	2012 - Current	Sarah Graber, CFO <a href="mailto:Sarah.Graber@osceolaschools.net">Sarah.Graber@osceolaschools.net</a>	817 Bill Beck Boulevard Kissimmee, FL 34744 P: (407) 870-4829 F: n/a
<b>Seminole County</b> 850 hours	Audit	2010 - 2019	Carrie Chambers, Finance Director <a href="mailto:chambecz@scps.k12.fl.us">chambecz@scps.k12.fl.us</a>	400 E. Lake Mary Boulevard Sanford, FL 32773 P: (407) 320-0050 F: (407) 320-0289
<b>Florida Virtual School</b> 450 hours	Audit	2014 - Current	Kim Poling, Senior Director, Financial & Treasury Services <a href="mailto:kpoling@flvs.net">kpoling@flvs.net</a>	2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835 P: (407) 518-3460 F: n/a
<b>Counties</b>				
<b>Citrus County</b> 1,650 hours	Audit	2010 - Current	Traci Phillips Chief of Staff <a href="mailto:tphillips@citrusclerk.org">tphillips@citrusclerk.org</a>	120 N. Montgomery Avenue Inverness, FL 34450 P: (352) 341-6461 F: (352) 341-6536
<b>Lake County</b> 1,780 hours	Audit	2006 - Current	Kristy Mullane Chief Deputy Clerk <a href="mailto:kmullane@lakecountyclerk.org">kmullane@lakecountyclerk.org</a>	315 W. Main Street Tavares, FL 32778 P: (352) 343-9839 F: (352) 343-9638
<b>Martin County</b> 2,490 hours	Audit	2018 - Current	Sandra Smith Director of Finance-Clerk <a href="mailto:ssmith@martinclerk.com">ssmith@martinclerk.com</a>	100 SE Ocean Boulevard Stuart, FL 34994 P: (772) 288-5716 F: (772) 288-5714

Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>Counties (Continued)</b>				
<b>Osceola County</b> 2,620 hours	Audit	2008 - Current	Amanda Clavijo Comptroller <a href="mailto:amanda.clavijo@osceola.org">amanda.clavijo@osceola.org</a>	1 Courthouse Square Suite 2100 Kissimmee, FL 34741 P: (407) 742-1700 F: (407) 343-2750
<b>Seminole County</b> 2,460 hours	Audit	2000 - Current	Jenny Spencer Finance Director <a href="mailto:jspencer@seminoleclerk.org">jspencer@seminoleclerk.org</a>	1101 East First Street Sanford, FL 32771 P: (407) 665-7665 F: (407) 302-0515
<b>Volusia County - Clerk of the Circuit Court</b> 240 hours	Audit	2005 - Current	Jolie Kelly Director. of Fiscal Operations <a href="mailto:jkelly@clerk.org">jkelly@clerk.org</a>	101 N. Alabama Avenue, C255 DeLand, FL 32721 P: (386) 736-5933 F: (386) 822-5072

MSL has been the City of Pembroke Pines, FL Commission Auditor since 2012. During that time, we have issued over 70 internal audit reports, with over 230 recommendations made to the City to enhance revenue, increase strength of its internal controls and to ensure compliance with City policies and federal, state, and county regulations. Some key projects are listed below. We have helped the Commission and City management address and resolve over 190 of our recommendations as of 2020.

**Listing of Recent Projects with Internal Control, Forensic and Operational Efficiencies**

**City of Pembroke Pines –  
Commission Auditor**

Local Business Tax Receipts (Operational and Internal Control audit) – results increased revenue in this area by approximately \$66,000

Fuel Usage (Operational and Internal Control audit) – results increased revenue in this area by approximately \$7,000

Information Technology (Internal Control and Monitoring) – review internal controls over the City’s information technology environment

Telecommunication services (Operational) – results in this area potentially increased revenue by \$120,000 annually

Grants (Operational and Internal Control audit) – review the City’s grants internal controls and benchmarking

Utility Billing (Operational and Internal Control audit) – review internal controls over the City’s utility billing procedures.

Travel and Training Expenditures (Operational and Internal Control audit) – review and test internal controls over travel and training expenditures and assess reasonableness of expenditures

Investment Committee (Monitoring) – review the City’s investment committee minutes to ensure compliance over City policy and applicable Florida Statutes

Fixed Asset Control (Internal Control and Monitoring) – monitoring and test count fixed asset inventory for the City on an annual basis

**Seminole County Tax Collector**

Forensic Audit – review internal controls and assess damages resulting from alleged fraud by an ex-elected official

**References**

Below is a listing of MSL’s references similar in size and scope to the City’s request. For all clients listed below, the timelines were met.

Client Name	Scope of Work Dates of Contract	Address	Contact Information
City of Pembroke Pines	Commission Auditor 2010 - Current	10100 Pines Boulevard Pembroke Pines, FL 33026 P: (954) 435-6500	<b>Aner Gonzales</b> Asst. City Manager <a href="mailto:agonzalez@ppines.com">agonzalez@ppines.com</a>
City of Cocoa	Audit 2018 - Current	65 Stone Street Cocoa, FL 32922 P: (321) 433-8600	Rebecca Bowman Finance Director <a href="mailto:rbowman@cocoaf1.org">rbowman@cocoaf1.org</a>
City of Orlando	Audit 2013 - Current	400 S. Orange Avenue Orlando, FL 32802 P: (407) 246-2165	<b>Michelle McCrimmon</b> Deputy Chief Financial Officer <a href="mailto:michelle.mccrimmon@cityoforlando.gov">michelle.mccrimmon@cityoforlando.gov</a>
City of Sunny Isles Beach	Audit 2016 - Current	18070 Collins Avenue Sunny Isles Beach, FL 33160 P: (305) 792-1805	Tiffany Neely Finance Director <a href="mailto:tneely@sibfl.net">tneely@sibfl.net</a>
City of Tallahassee	Audit 2019 - Current	300 S. Adams Street Tallahassee, FL 32301 P: (850) 891-8868	<b>Patrick Twyman</b> Director of Financial Services <a href="mailto:Patrick.twyman@talgov.com">Patrick.twyman@talgov.com</a>

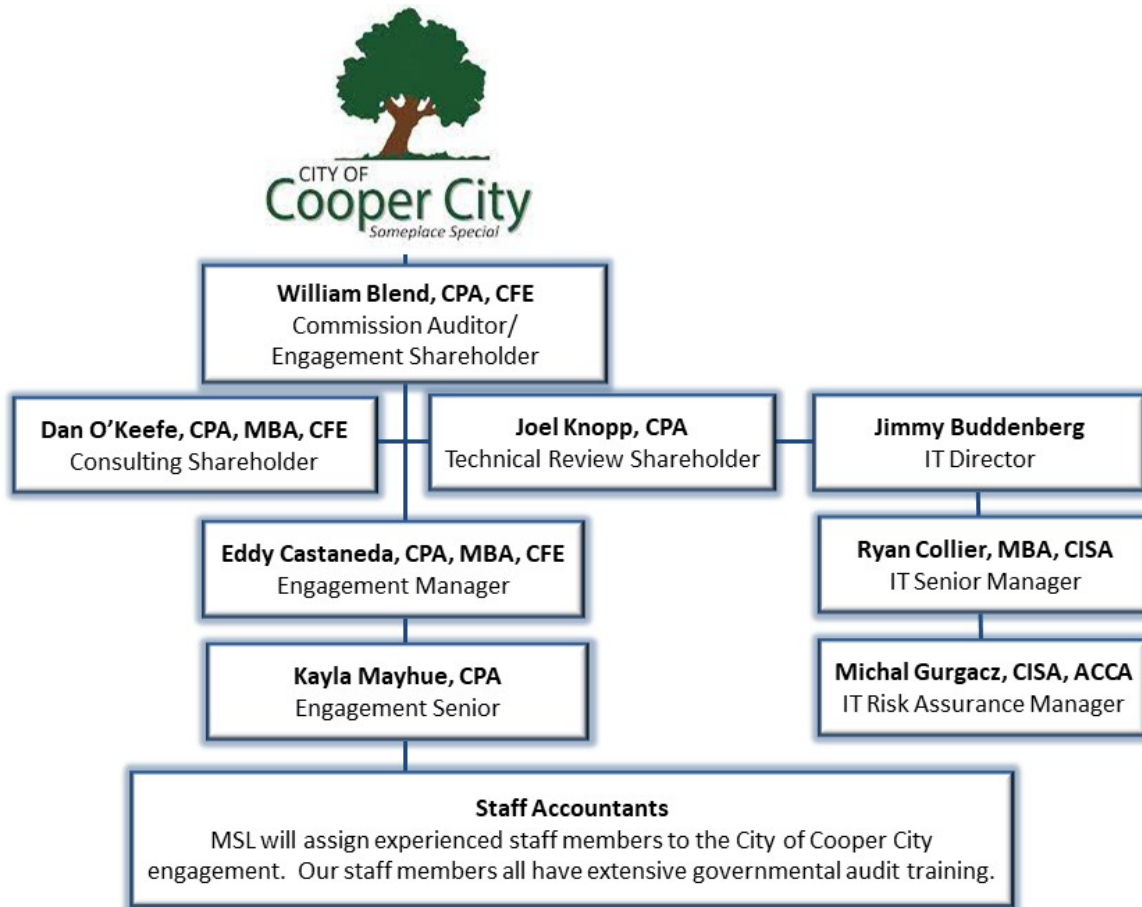
## Letter of Recommendation

At MSL we do not solicit letters of recommendation from our clients. Firms that do this are getting letters from their best clients and certainly those that support them the most. We prefer to provide you with contacts and encourage you to contact any of our clients on our current governmental client listing. We treat all of our clients as if they are the best. To maintain high quality standards, we obtain independent surveys from our clients and collect feedback to ensure we are doing our job. We are confident this process will provide you with insight into the high-quality and responsive nature of our services.



## Section 4 – Operational Information

### A. Organization Chart



### B. Subcontractors

MSL will not be using subcontractors on this engagement.

### C. Experience, Qualifications, Ability to Meet Schedules, and Other Vital Information

We have sufficient staff experienced in governmental auditing to meet the City’s timelines. Our Firm’s policy is to review current workloads and staffing prior to responding to any RFP. The bottom-line is that we would not have responded to the City’s RFP if we did not have the staffing and resources to fully comply with the City’s needs.

We are assigning to your audit the project management team listed in the organization chart. All of these team members have spent the majority of their professional careers providing auditing and consulting services for Florida governments. Supporting this team is our large dedicated GPG staff pool which ensures that all team members assigned to your engagement have experience in auditing Florida governments.

Your governmental audit team is highly experienced in auditing Florida municipalities. **Bill Blend**, your Commission Auditor/Engagement Shareholder, has over 25 years of governmental auditing, accounting, and consulting experience in Florida. **Bill** serves on the Technical Accounting and Auditing Committees for both the FICPA and FGFOA. **Joel Knopp**, your Technical Review Shareholder, has over 20 years of governmental auditing, accounting, and consulting experience. **Joel** serves on the State and Local Government Committee for the FICPA. **Dan O’Keefe**, your Consulting Shareholder, has over 40 years of governmental auditing, accounting, and consulting experience. **Dan** is regarded as one of the most experienced governmental auditors in the state of Florida. **Eddy Castaneda**, your Engagement Manager, has over 13 years of public accounting experience, including performing external and internal audits, examinations, reviews, and compliance work for governmental and not-for-profit entities.

**Your engagement team has almost 100 years of combined experience providing auditing, accounting, and consulting services.** As a result of this collective knowledge and experience, your team is uniquely suited to provide you with the highest quality auditing services. We guarantee that all members of your team have Florida **municipality** experience. You will not need to train our staff.

All of our professional staff, including the auditor in charge of your engagement, meet the educational requirements set forth under Florida Statutes. Specific details of relevant continuing professional education and local governmental audit experience are found in each staff member’s résumé. All members of your audit team, including staff, have received training for ethics, as our Firm provides this training in-house. **Bill Blend** teaches the FICPA required *Ethics for Governmental CPAs in Florida* on an annual basis.

MSL and all assigned key professional staff are properly registered and licensed to practice in the state of Florida. In addition, our Firm and all assigned key personnel are in good standing with the Florida Board of Accountancy (FBOA).

MSL does not have a formal policy requiring staff rotation on engagements. We believe, and various studies have shown, that staff continuity benefits the audit process due to the acquired knowledge of clients and their operations. However, we respect the concerns that the public has on this issue and, if requested, the size of our GPG enables us to rotate an experienced governmental audit team during the course of the City’s contract, should the City request it. This is another factor that separates us from our competitors that do not have a dedicated GPG.

**Bill Blend – Commission Auditor/Engagement Shareholder** –single contact responsible for all services under the project. He is responsible for all aspects of the audit and he will meet with City governance and management.

**Joel Knopp – Technical Review Shareholder** – secondary contact to your engagement. He is fully engaged in all aspects of planning, performing, and review of audit documentation. He is responsible for the professional standard review of audit work as well as your financial statements. This role is to ensure that the audit meets MSL’s high standards of audit quality.

**Dan O’Keefe – Consulting Shareholder** – provides technical assistance on high-level accounting areas as needed. Dan is currently serving as the Commission Auditor for the City of Pembroke Pines

**Eddy Castaneda – Engagement Manager** – plans, manages, and supervises the execution of the audit; works with supervisors, seniors, and staff to address all aspects of audit work; researches and advises on accounting issues. Eddy is also the second point of contact on this engagement.

**Kayla Mayhue – Engagement Senior** – responsible for overseeing staff and ensuring audit testing is being done timely. Coordinates testing results with staff and the Manager.

**Jimmy Buddenberg – IT Director** – responsible for planning all aspects of the IT assessment as well as your cybersecurity evaluation. As IT Director, he will provide technical assistance on all IT issues.

**Ryan Collier – IT Senior Manager** – plans, manages, and supervises the execution of the IT assessment.

**Michal Gurgacz – IT Risk Assurance Manager** – executes the IT assessment plan, including direct communication with appropriate City IT personnel as identified by you. This includes reviewing results of our IT and cybersecurity assessments and working with your engagement Shareholder to ensure that the related results are properly communicated.

## D. Résumés

### William Blend, CPA, CFE

Commission Auditor/Engagement Shareholder

#### Education and Certifications

- B.S. Degree in Accounting, Long Island University
- C.P.A., Certified Public Accountant - Florida
- C.F.E., Certified Fraud Examiner

#### Professional Memberships and Affiliations

- AICPA
- FICPA
- Florida Government Finance Officers Association (FGFOA)
- FGFOA Conference Committee
- FGFOA Technical Committee
- Instructor for the FGFOA and develops and teaches Firm auditing classes
- FICPA Instructor - Ethics for Governmental CPAs in Florida
- FICPA Technical Committee
- Association of Certified Fraud Examiners (ACFE)
- FICPA State and Local Government Section
- FICPA Compliance Practice Aid Team Member
- FICPA High School Coordinator for Seminole County
- Seminole County Chamber of Commerce Government Affairs Committee

#### Listing of Relevant CPE Courses:

MSL Annual Governmental Updates  
 Federal and State Single Audit Update (Instructor)  
 FGFOA Annual Conferences  
 Ethics for CPAs: Accounting/Auditing Emphasis (Instructor)  
 GASB Update  
 COSO and Internal Control  
 Tax-Exempt Debt/Accounting and Auditing Issues  
 The External Auditor and Fraud (Instructor)

**Background** - Bill Blend heads up the Firm’s Governmental Practice Group. Bill has over 25 years of public accounting, governmental, and not-for-profit experience. He has provided services to numerous municipalities, counties, and other governmental entities.

**Professional Experience** - Bill has extensive experience in auditing the governmental financial operations of municipalities, counties, special districts, and authorities. He also provides consulting services in the areas of internal control assessments, litigation support, fraud remediation, and performance reviews.

He has authored numerous CPE courses on governmental accounting and auditing and has instructed CPE sponsored by the FGFOA and the FICPA. Bill is one of only a few CPAs in the state qualified by the FICPA to teach their government ethics class, and he is often sought out as a speaker around the state. He is a two-time recipient of the FICPA Outstanding Discussion Leader Award. Bill was recently appointed to the Florida Board of Accountancy.

Bill is a Certified Fraud Examiner and is trained in the use of IDEA data-mining software.

**Bill has obtained CPE in excess of 120 hours over the past three years and has met Yellow Book CPE requirements.**

**William Blend, CPA, CFE (Continued)**

Commission Auditor/Engagement Shareholder

**Governmental, educational, and other entities served include the following:**

**Counties**

- Broward\*
- Citrus\*
- Indian River\*
- Lake\*
- Martin\*
- Osceola\*
- Seminole\*
- Volusia\*

**Municipalities**

- Altamonte Springs
- Apopka\*
- Casselberry\*
- Cocoa\*
- Cocoa Beach\*
- Coral Springs\*
- Davie
- Daytona Beach\*
- DeBary\*
- Deltona\*
- Dunedin\*
- Gulfport\*
- Indian River Shores
- Indian Rocks Beach

**Municipalities (Continued)**

- Kissimmee\*
- Lake Helen
- Leesburg\*
- Maitland\*
- Mt. Dora\*
- New Smyrna Beach\*
- Oak Hill
- Orlando\*
- Palm Bay\*
- Palm Beach Gardens\*
- Pembroke Pines\*
- Palm Bay\*
- Port Orange\*
- Sanford\*
- St. Cloud\*
- Stuart
- Tampa
- Tarpon Springs\*
- Temple Terrace
- Venice\*
- Vero Beach\*
- Winter Park\*

**Educational**

- Academie DaVinci Charter School
- The Reading Edge Academy
- Florida A&M University\*
- Florida Virtual School\*
- School District of Broward County\*
- School District of Escambia County\*
- School District of Manatee County\*
- School District of Osceola County\*
- School District of Pasco County\*
- School District of Seminole County\*
- School District of Volusia County\*

**Special Districts and Authorities**

- Barefoot Bay Recreation District
- Central Florida Expressway Authority
- East Central Florida Regional Planning Council\*
- Florida Intergovernmental Finance Commission
- Greater Orlando Aviation Authority (GOAA)\*
- Hobe Sound Water Management District
- Memphis-Shelby County Airport Authority
- MetroPlan Orlando\*
- Miami-Dade Expressway Authority\*
- Naples Airport Authority
- New Smyrna Beach Utility Authority\*
- Sanford Airport Authority\*
- Toho Water Authority\*
- West Volusia Hospital Authority

**\*Indicates Single Audit included**

**Joel Knopp, CPA**

Technical Review Shareholder

**Education and Certifications**

- B.S. Degree in Accounting - Eastern University
- C.P.A., Certified Public Accountant - Florida

**Professional Memberships and Affiliations**

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- FICPA State and Local Government Committee
- Florida Government Finance Officers Association (FGFOA)
- Association of Certified Fraud Examiners (ACFE)

**Listing of Relevant CPE Courses:**

- MSL Annual Governmental Updates
- FGFOA Annual Conferences
- Federal Financial Reporting
- GASB Fiduciary Activities and Leases
- Yellow Book and Green Book
- Fraud Waste and Abuse in Government
- Ethics for CPAs: Accounting/Auditing Emphasis (Instructor)
- GASB Updates
- AICPA GAQC Annual Update Webcast
- Municipal Bankruptcies and Fiscal Sustainability
- Tax-Exempt Debt/Accounting and Auditing Issues
- Conducting Remote Audits in Uncertain Times

**Background** - Joel Knopp is a member of the Firm’s Governmental Practice Group. Joel has over 24 years of experience in accounting and auditing and works primarily with governmental clients.

**Professional Experience** - Joel has performed audits on over 40 governmental entities. He has substantial experience in planning, performing, supervising, reviewing, and preparing financial statements related to the audits of governmental entities and not-for-profit organizations subject to *Government Auditing Standards* and federal and state Single Audit requirements.

Joel’s previous experience includes work as an audit director for a CPA firm in Virginia, where he managed numerous audits of Virginia local governmental agencies and municipalities. Joel also has extensive experience providing tax consulting and preparation services at the federal and state levels for businesses, not-for-profit organizations, and individuals.

**Joel has obtained CPE in excess of 120 hours over the past three years and has met Yellow Book CPE requirements.**

**Joel Knopp, CPA (Continued)**  
Technical Review Shareholder

**Governmental, educational, and other entities served include the following:**

**Counties**

- Broward\*
- Citrus\*
- Lake\*
- Hernando\*
- Martin\*
- Osceola\*
- Seminole\*
- St. Johns
- Volusia Clerk of Circuit Court
- Northampton (VA)\*

**Municipalities**

- Altamonte Springs\*
- Apopka\*
- Casselberry\*
- Cocoa\*
- Cocoa Beach\*
- Dunedin\*
- Gulfport\*
- Indian Rocks Beach
- Kissimmee\*
- Leesburg\*
- Orlando\*
- Palm Bay\*
- Sanford\*
- Sunny Isles Beach
- Tallahassee\*
- Tampa\*
- Tarpon Springs\*
- Temple Terrace
- Venice\*
- Winter Park\*
- Staunton (VA)\*
- Town of Iron Gate (VA)
- Waynesboro (VA)\*
- Winchester (VA)\*

**Educational**

- School District of Brevard County\*
- School District of Duval County\*
- School District of Escambia County\*
- School District of Lee County\*
- School District of Manatee County\*
- School District of Martin County Internal Accounts
- School District of Osceola County\*
- School District of Pasco County\*
- School District of Seminole County\*
- School District of Volusia County\*
- FAU-Treasure Coast University Schools, Inc.\*
- Genesis Alternative Education Program (VA)
- Northampton County School Board (VA)
- Staunton City School Board (VA)
- Waynesboro City School Board (VA)
- Winchester City School Board (VA)

**Special Districts and Authorities**

- Barefoot Bay Recreation District
- Central Florida Expressway Authority\*
- LYNX - Central Florida Regional Transportation Authority\*
- Early Learning Coalition of Flagler/Volusia Counties, Inc.\*
- East Central Florida Regional Planning Council\*
- Greater Orlando Aviation Authority\*
- Lake County Water Authority
- Lake Soil and Water Conservation District
- Lake-Sumter Metropolitan Organization\*
- MetroPlan Orlando\*
- Miami-Dade Expressway Authority\*
- Naples Airport Authority
- Sanford Airport Authority\*
- Toho Water Authority
- Eastern Shore Community Services Board (VA)\*
- Northwestern Regional Juvenile Detention Ctr. Comm. (VA)
- Staunton Industrial Development Authority (VA)
- Valley Community Services Board (VA)\*
- Waynesboro Industrial Development Authority (VA)
- Winchester Industrial Development Authority (VA)

**\*Indicates Single Audit included**

**Daniel O’Keefe, CPA, MBA, CFE**

Consulting Shareholder

**Education and Certifications**

- M.B.A. Degree in Accounting, Florida State University
- B.S. Degree in Accounting, Canisius College, Buffalo, New York
- C.P.A., Certified Public Accountant - Florida
- C.F.E., Certified Fraud Examiner

**Professional Memberships and Affiliations**

- AICPA
- Served on the AICPA State and Local Government Expert Panel
- Member of the AICPA National State and Local Government Conference Committee
- Speaker at the AICPA National State and Local Government Accounting Conference and the National Not-for-Profit Conference
- FICPA
- Government Finance Officers Association (GFOA)
- FGFOA
- Member of the FICPA Governance Task Force
- Association of Certified Fraud Examiners (ACFE)
- UCF Accounting Advisory Board member
- Past Chairman of the Seminole State College Foundation

**Listing of Relevant CPE Courses:**

MSL Annual Governmental Updates  
 FGFOA Annual Conferences  
 COSO for State and Local Governments (Instructor)  
 GASB Pension & Financial Reporting  
 Yellow Book and Green Book  
 Fraud Waste and Abuse in Government  
 MSL Governmental Financial Accounting and Reporting  
 Case Study (Instructor)

**Dan has obtained CPE in excess of 120 hours over the past three years and has met Yellow Book CPE requirements.**

**Background** - Dan O’Keefe has over 40 years of public accounting, governmental, and not-for-profit experience. He serves on the Firm’s Board of Directors as Vice President and Corporate Secretary. He has provided services to numerous municipalities, counties, and other governmental entities, and is a nationally recognized expert in the area of governmental auditing. He is one of the most sought-after, public-sector instructors in the state.

**Professional Experience** - Dan has extensive experience auditing governmental financial operations, including services provided to 50 municipalities, 16 counties, four state agencies, and numerous special districts and authorities. He also provides consulting services in the areas of internal control assessments, litigation support, fraud remediation, and performance reviews.

Dan provides CPE services to clients, peers, and governmental agencies nationwide. He has authored numerous CPE courses on governmental accounting and auditing; instructed CPE sponsored by the AICPA and the FICPA; and previously served a four-year term on the Florida Board of Accountancy CPE Committee. He is a three-time recipient of the FICPA Outstanding Seminar Leader Award and two-time recipient of the AICPA Outstanding Instructor Award. He is an adjunct professor at the University of Central Florida and the University of West Florida. Dan is the co-author of *A State Lottery: A Challenge for Auditors*; co-author of *Auditing Budget Requirements for Florida’s Local Governments*; and author of the *1996 Single Audit Requirements*. In addition, Dan authored the *Florida Single Audit Act*.



**Daniel O’Keefe, CPA, MBA, CFE (Continued)**

Consulting Shareholder

**Governmental, educational, and other entities served include the following:**

**Counties**

- Alachua\*
- Broward\*
- Citrus\*
- Collier\*
- DeSoto\*
- Hillsborough\*
- Indian River\*
- Lake\*
- Manatee\*
- Marion\*
- Okeechobee\*
- Orange\*
- Osceola\*
- Martin\*
- Seminole\*
- Volusia\*

**Municipalities**

- Altamonte Springs
- Apopka\*
- Belle Isle
- Bradenton
- Bunnell
- Casselberry\*
- Cocoa Beach\*
- Coral Springs\*
- Crystal River
- Davie
- Daytona Beach\*
- Daytona Beach Shores
- DeBary\*
- Deltona\*
- Dunedin\*
- Green Cove Springs
- Gulfport\*
- Holly Hill
- Indian Rocks Beach
- Kissimmee\*
- Lake Mary\*

**Municipalities (Continued)**

- Leesburg\*
- Longwood
- Maitland\*
- Margate
- Mount Dora\*
- Ocala
- Orchid
- Orlando\*
- Ormond Beach
- Pahokee
- Palm Bay\*
- Palm Beach
- Palm Beach Gardens\*
- Pembroke Park
- Pembroke Pines\*
- Pomona Park
- Port Orange\*
- St. Cloud\*
- Sanford\*
- Sebring\*
- South Daytona
- Stuart
- Tamarac
- Tampa\*
- Tarpon Springs\*
- Temple Terrace
- Venice\*
- Vero Beach\*
- Wellington
- West Palm Beach
- Winter Garden
- Winter Haven
- Winter Park\*
- Winter Springs

**Other**

- Florida Lottery
- Florida Health Department
- Florida Housing Finance Agency
- Florida Department of Elder Affairs

**Special Districts and Authorities**

- Barefoot Bay Recreation District
- Central Florida Expressway Authority
- Fort Pierce Utilities Authority
- East Central Florida Regional Planning Council\*
- Greater Orlando Aviation Authority\*
- Miami-Dade Expressway Authority\*
- Memphis-Shelby County Airport Authority
- MetroPlan Orlando\*
- Naples Airport Authority
- Orange County Housing Finance Authority\*
- Orange County Library District
- Reedy Creek Improvement District
- VOTRAN\*
- Toho Water Authority\*
- West Volusia Hospital Authority

**Educational**

- Academie DaVinci Charter School
- Bethune-Cookman College\*
- Early Learning Coalition of Flagler/Volusia\*
- Florida A&M University\*
- Florida Virtual School\*
- Frank Scanga Charter School
- Futures, Inc.
- Kissimmee Charter School
- Orlando Lutheran Academy
- Reading Edge Academy
- School District of Brevard County\*
- School District of Broward County\*
- School District of Escambia County\*
- School District of Manatee County\*
- School District of Osceola County\*
- School District of Pasco County\*
- School District of Seminole County\*
- School District of Volusia County\*
- Stetson University

**\*Indicates Single Audit included**

**Eddy Castaneda, CPA, MBA, CFE**

Engagement Manager

**Education and Certifications**

- B.S. Degree in Accounting, University of Central Florida
- Masters of Business Administration in Accounting, Baker College
- C.P.A., Certified Public Accountant – Florida
- C.F.E., Certified Fraud Examiner

**Professional Memberships and Affiliations**

- Florida Government Finance Officers Association (FGFOA)
- Florida Institute of Certified Public Accountants (FICPA)
- American Institute of Certified Public Accountants (AICPA)
- Association of Certified Fraud Examiners

**Listing of Relevant CPE Courses:**

- MSL Annual Governmental Updates
- FGFOA Annual Conferences
- Ethics for CPAs: Accounting/Auditing Emphasis
- AICPA Clarity Standards
- Yellow Book
- GASB Standards Updates
- Fraud Waste and Abuse in Government
- GAQC Annual Update
- Governmental Accounting, Reporting and Auditing Seminar – Texas Tech University

**Eddy has obtained CPE in excess of 120 hours over the past three years and has met Yellow Book CPE requirements.**

**Background** - Eddy Castaneda is a member of the Firm’s Governmental Practice Group. Eddy has over 13 years of public accounting experience, including performing external and internal audits, examinations, reviews, and compliance work for governmental and not-for-profit entities. He has performed audits and consulting services on over 30 governmental entities.

**Professional Experience** - Eddy has extensive experience in planning and conducting operational and financial audits. He has helped our clients to achieve and maintain compliance with regulatory requirements and improve internal controls. Eddy also provides consulting services in the areas of internal control and operational structure for governmental entities. He also serves on the FGFOA’s School of Governmental Finance Committee and helps develop the detailed educational program on various governmental accounting topics throughout the state. Eddy is also a national speaker and has authored and taught several CPE courses throughout his career.

**Eddy Castaneda, CPA, MBA, CFE (Continued)**

Engagement Manager

**Governmental, educational, and other entities served include the following:**

**Counties**

- Citrus\*
- Lake\*
- Osceola\*
- Volusia\*

**Municipalities**

- Apopka\*
- Casselberry\*
- Cocoa\*
- Cocoa Beach\*
- Coral Springs
- Kissimmee\*
- Leesburg\*
- Mount Dora\*
- Palm Bay
- Pembroke Pines
- Sanford\*
- Stuart\*
- St. Cloud\*
- Winter Park\*

**Educational**

- Florida A&M University
- School District of Broward County\*
- Pembroke Pines Charter Schools
- School District of Volusia County\*
- School District of Escambia County\*

**Special Districts, Authorities and Associations**

- Barefoot Bay Recreation District
- Early Learning Coalition of Monroe & Volusia\*
- East Central Florida Regional Planning Council\*
- Greater Orlando Aviation Authority (GOAA)\*
- Lake-Sumter Metropolitan Planning Organization
- Lake-Sumter Emergency Medical Services
- Miami-Dade Expressway Authority\*
- MetroPlan Orlando\*
- Orlando/Orange County Convention & Visitors Bureau
- North Brevard County Hospital District\*
- Sanford Airport Authority\*
- Toho Water Authority\*

**\*Indicates Single Audit included**

**Kayla Mayhue, CPA**

Engagement Senior

**Background** – Kayla Mayhue is a member of the Firm’s Governmental Practice Group. She has five years of public accounting experience and has experience performing audits and compliance work for governmental and not-for-profit entities.

**Professional Experience** - Kayla has been involved with auditing governmental entities, not-for-profit organizations, employee benefits plan audits and for-profit entities.

**Education and Certifications**

- B.S. of Business Administration in Accounting, Grand Valley State University
- C.P.A., Certified Public Accountant – Florida

**Professional Memberships and Affiliations**

- AICPA
- FICPA
- Florida Government Finance Officers Association (FGFOA)

**Listing of Relevant CPE Courses:**

GASB Standards Updates  
 OMB Single Audit Update  
 Governmental Audit Quality Center Update  
 Annual Governmental Updates  
 Yellow Book

**Kayla has obtained CPE in excess of 80 hours over the past three years and has met Yellow Book CPE requirements.**

**Governmental entities served include the following:**

**Counties**

- Lake\*
- Martin\*

**Municipalities**

- Apopka\*
- Cocoa Beach\*
- Leesburg\*
- Sanford\*
- Tallahassee
- Winter Park\*

**Special Districts and Authorities**

- Greater Orlando Aviation Authority (GOAA)\*
- Lake County Water Authority
- Toho Water Authority\*

**Not-for-profit**

- Family Promise of Grand Rapids, MI (MI)
- Wedgwood Christian Services (MI)\*
- West Michigan Center for Arts and Technology (MI)

**Educational**

- Easter Upper Peninsula ISD (MI)
- School District of Byron Center Public Schools (MI)
- School District of Kelloggsville Public Schools (MI)
- School District of Ludington Public Schools (MI)
- School District of Rockford Public Schools (MI)
- School District of Shelby Public Schools (MI)

**\*Indicates Single Audit included**

**Jimmy Buddenberg**

IT Director

**Education and Certifications**

- B.S., Mathematics/Computer Science, magna cum laude, Muskingum University

**Professional Memberships and Affiliations**

- Member, Information Systems Audit and Control Association (ISACA)
- Member, Information Systems Security Association (ISSA)
- President, Parent Teacher Association Board
- Vice President, Homeowner’s Association Board
- Deacon, Christ Community Church Board

**Background** – Jimmy Buddenberg has more than 20 years of experience in providing high-quality IT and Security services to over 150 customers in industries, including: Retail, Manufacturing, Transportation, Technology, Media, Telecommunications, Energy, and Public Sector.

Jimmy helps clients implement security solutions critical to safeguarding their business and customers’ critical assets and data. His pragmatic approach enables clients to maximize investments, while achieving necessary regulatory compliance. Jimmy brings these vital skills and experience to the audit team’s IT assessment process.

**Previous Professional Experience** - Previously, Jimmy was a senior vice president for a \$13B global IT services company.

**Ryan T. Collier, MBA, CISA**

IT Senior Manager

**Education and Certifications**

- 2013 COSO Internal Control-Integrated Framework Certified
- Certified Information Systems Auditor (CISA)
- Certified CSF Practitioner
- Certified Hitrust Quality Professional
- M.B.A., Accounting, Rochester Institute of Technology
- B.S.B.A, Accounting, Rochester Institute of Technology

**Systems and Frameworks Experience**

- ERP/Applications:
  - SAP
  - Oracle Hyperion
  - PeopleSoft
  - JD Edwards EnterpriseOne
  - Jack Henry SilverLake
  - FIS Horizon
- OS/Databases:
  - Unix/Linux
  - AS/400
  - Windows Server
  - SQL
  - Oracle
  - DB2
- Frameworks
  - AICPA and Trust Services Categories
  - HITRUST CSF
  - COBIT
  - COSO
  - PCAOB AS-5

**Professional Memberships and Affiliations**

- Information Systems Audit and Control Association
- American Institute of Certified Public Accountants

**Background** - Ryan has more than nine years of customer-facing service specializing in the practice of planning, executing, and managing information technology and business process controls audits including SOC 1 and SOC 2 engagements and Hitrust validated assessments.

**Professional Experience** - Ryan has performed services for Fortune 150 and 500 corporations, including SOX 404 and non-accelerated filers as well as a diverse mix of small, medium, and large cap private entities.

**Michal Gurgacz, CISA, ACCA**

IT Risk Assurance Manager

**Education and Certifications**

- CISA – Certified
- ACCA, Association of Chartered Certified Accountants
- Advanced SOC for Service Organizations Certificate, AICPA
- M.A. in Financial Management – Nowy Sacz School of Business in Poland
- B.A. in Marketing and Management – Nowy Sacz School of Business in Poland

**Skills and Knowledge**

- COBIT
- ISO 27001
- NIST Cybersecurity Framework
- IFRS
- US GAAP
- Sarbanes-Oxley Act
- Basel III
- Power BI and IDEA
- Visio, VBA, advanced Excel
- SQL, SAP and Oracle
- ADA: Evaluating Websites for Accessibility

**Background** - Michal Gurgacz is a KPMG-trained auditor with over 10 years of IT, accounting and finance experience. He performs IT assessments and security reviews on MSL's clients.

**Professional Experience** - Michal has spent his accounting and IT career providing assurance and consulting services to various clients, including Fortune 500 companies. He currently leads all risk assessment and information system audits at MSL. He has planned, coordinated and executed audits of information security, information technology and business continuity in the financial, governmental and healthcare industries, investigating and developing audit solutions for unique and complex situations.

Michal also has experience with process transformation, system implementation and data migration.

**Michal Gurgacz, CISA, ACCA (Continued)**

IT Risk Assurance Manager

**Governmental, educational, and other entities served include the following:**

**Counties**

- Broward\*
- Citrus\*
- Lake\*
- Osceola\*
- Martin\*
- Seminole\*
- Volusia\*

**Educational**

- Florida Virtual School\*
- School District of Broward County\*
- School District of Escambia County\*
- School District of Manatee County\*
- School District of Osceola County\*
- School District of Seminole County\*
- School District of Volusia County\*

**Municipalities**

- Altamonte Springs
- Apopka\*
- Casselberry\*
- Cocoa\*
- Cocoa Beach\*
- Dunedin\*
- Kissimmee\*
- Leesburg\*
- Orlando\*
- Palm Bay
- Pembroke Pines
- Sanford\*
- Stuart\*
- Tarpon Springs\*
- Temple Terrace
- Venice\*
- Winter Park\*

**Special Districts, Authorities and Associations**

- Barefoot Bay Recreation District
- Central Florida Expressway Authority
- Greater Orlando Aviation Authority (GOAA)\*
- MetroPlan Orlando\*
- Miami-Dade Expressway Authority\*
- Orlando-Sanford Airport Authority\*
- North Brevard County Hospital District\*
- Toho Water Authority\*

**\*Indicates Single Audit included**



## Section 5 – Price Proposal

As instructed in the RFP, our price proposal will be submitted in a separate, sealed envelope marked “Sealed Pricing Sheet for Commission Auditor.”

## Section 6 – Required Attachments

### Attachment A – Bidder’s Contact Information

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**Attachment A**  
(Page 1 of 5)

City of Cooper City, Florida

# Proposal Form

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**COMMISSION AUDITOR**

**RFP 2021-1-COMM**

Proposal Due: Thursday, June 3, 2021, 3:00 PM EST

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For Information Contact:

Kerri Anne Fisher, Purchasing Agent  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Wednesday, April 28, 2021

Submitted by: MSL, P.A.  
(Company name)

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**Attachment A**  
(Page 2 of 5)

**Project:** COMMISSION AUDITOR  
**Contract Identification:** RFP 2021-1-COMM  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for one hundred and twenty (120) days from the date of the bid opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized himself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff  
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**Attachment A**  
(Page 3 of 5)

expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Agent, Kerri Anne Fisher. Questions must be emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, May 27, 2021 at 5:00PM,**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

✓	Proposal Form
✓	Reference Form
✓	Public Entity Crimes (PEC) Form
✓	ADA Affidavit
✓	Business Entity Affidavit
✓	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
✓	W-9, Request for Taxpayer Identification Number
✓	Proof of Workers Compensation Insurance or Exemption
✓	Proof of Liability Insurance
✓	Ownership Disclosure Affidavit
✓	Drug-Free Workplace Certificate
✓	Employee Background Verification Affidavit
✓	Scrutinized Companies Affidavit
✓	Non-Conflict of Interest Statement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

City of Cooper City, Florida  
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**Attachment A**  
(Page 4 of 5)

**Bidder's Contact Information**

Name of Company: MSL, P.A.  
Address: 500 Broward Boulevard, Suite 1500  
Fort Lauderdale, FL 33394  
Type of Business: CPAs & Advisors  
Company's Website: www.mslicpa.com

Authorized Signatory Contact: William Blend  
Title: Shareholder  
Tel: (800) 863-5401 Mobile: (407) 920-2158  
Email Address (Required): wblend@mslicpa.com

Primary Contact: Eddy Castaneda  
Title: Manager  
Tel: (800) 863-5401 Mobile: (352) 895-6201  
Email Address (Required): ecastaneda@mslicpa.com

Additional Contact & Title: Joel Knopp  
Tel: (800) 863-5401 Mobile: (407) 715-0098  
Email Address (Required): jknopp@mslicpa.com

Remit to Address: 255 S. Orange Avenue, Suite 600  
Orlando, FL 32801  
Remit to Contact: Name: Lina Mejia Tel: (800) 683-5401  
Remit to Email: lmejia@mslicpa.com

## Attachment B – References

City of Cooper City, Florida  
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### Attachment B

### REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. THE CITY OF COOPER CITY SHALL NOT BE USED AS A CLIENT REFERENCE.

1. ENTITY/COMPANY NAME: City of Pembroke Pines  
 ADDRESS: 10100 Pines Boulevard, Pembroke Pines, FL 33026  
 CONTACT NAME: Aner Gonzales  
 CONTACT'S TITLE: Asst. City Manager  
 TELEPHONE: (954) 435-6500  
 E-MAIL (REQUIRED): agonzalez@ppines.com  
 CONTRACT PERIOD: FROM: 2010 TO: Current

2. ENTITY/COMPANY NAME: City of Orlando  
 ADDRESS: 400 S. Orange Avenue, Orlando, FL 32802  
 CONTACT NAME: Michelle McCrimmon  
 CONTACT'S TITLE: Deputy Chief Financial Officer  
 TELEPHONE: (407) 246-2165  
 E-MAIL (REQUIRED): michelle.mccrimmon@cityoforlando.gov  
 CONTRACT PERIOD: FROM: 2013 TO: Current

3. ENTITY/COMPANY NAME: City of Tallahassee  
 ADDRESS: 300 S. Adams Street, Tallahassee, FL 32301  
 CONTACT NAME: Patrick Twyman  
 CONTACT'S TITLE: Director of Financial Services  
 TELEPHONE: (850) 891-8868  
 E-MAIL (REQUIRED): Patrick.twyman@talgov.com  
 CONTRACT PERIOD: FROM: 2019 TO: Current

This page shall be completed **IN FULL** and submitted with your bid.

## Attachment C - Sworn Statement

City of Cooper City, Florida  
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**ATTACHMENT C**  
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: William Blend, Shareholder  
(print individual's name and title)

for: MSL, P.A.  
(print name of entity submitting sworn statement)

whose business address is: 500 E. Broward Boulevard, Suite 1550 Fort Lauderdale, FL 33394

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-3070669

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

City of Cooper City, Florida  
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**ATTACHMENT C**  
(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

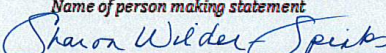
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

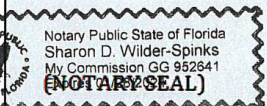
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC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

  
Signature

STATE: **FLORIDA**  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of  
May, 20 21, by: William Blend

*Name of person making statement*  
  
*Signature of Notary Public - State of Florida*  
Sharon Wilder-Spinks  
*Name of Notary Typed, Printed, or Stamped*



Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_



# Attachment D – Americans With Disabilities Act (ADA)

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT D

### AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: William Blend, Shareholder  
(print individual's name and title)

for: MSL, P.A.  
(print name of entity submitting sworn statement)

whose business address is: 500 E. Broward Boulevard, Suite 1550, Fort Lauderdale, FL 33394

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-3070669  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:  
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

*William Blend*  
Signature

STATE: FLORIDA  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of  
May, 2021, by: William Blend  
Name of person making statement

*Sharon Wilder Spinks*  
Signature of Notary Public - State of Florida  
Sharon Wilder-Spinks  
Name of Notary Typed, Printed, or Stamped

Notary Public State of Florida  
Sharon D. Wilder-Spinks  
NOTARY SEAL #841  
Expires 01/26/2024

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

# Attachment E – Business Entity Affidavit

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT E

### BUSINESS ENTITY AFFIDAVIT

I, William Blend, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

59-3070669

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

MSL, P.A.

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

<u>500 E. Broward Boulevard</u>	<u>Suite 1550</u>	<u>Fort Lauderdale</u>	<u>FL</u>
Street Address	Suite	City	State

Florida                      7/17/1986

State and Date of Incorporation:

*William Blend*  
Signature of Affiant

May 28, 2021  
Date

William Blend  
Print Name

STATE: FLORIDA  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 20 21, by: William Blend  
Name of person making statement

*Sharon Wilder-Spinks*  
Signature of Notary Public - State of Florida

Sharon Wilder-Spinks  
Name of Notary Typed, Printed, or Stamped

Notary Public State of Florida  
Sharon D. Wilder-Spinks  
My Commission C.G. 952644  
Expires 07/29/2022

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

## ATTACHMENT F

## Attachment F – Foreign (Non-Florida) Corporation

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
  - \_\_\_\_\_ (a) Maintaining, defending, or settling any proceedings.
  - \_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_ (c) Maintaining bank accounts.
  - \_\_\_\_\_ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_\_ (e) Selling through independent contractors.
  - \_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
  - \_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_ (i) Transacting business in interstate commerce.
  - \_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprietorship of Self Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

William Blend  
PROPOSER'S LEGAL NAME

Attachment G – W-9

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

Attachment G

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	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. MSL, P.A.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 255 S. Orange Avenue, Suite 600		Requester's name and address (optional) _____
	6 City, state, and ZIP code Orlando, FL 32801		_____
	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 *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
____ - ____ - ____
OR
Employer identification number
5 9 - 3 0 7 0 6 6 9

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	<i>Advator Jurnai</i>	Click Here to Sign	Date ▶	5/26/21
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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/fw9](http://www.irs.gov/fw9).

**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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-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 filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

# Attachment H – Request for Proof of Workers Compensation Insurance or Exemption

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**Attachment H**  
**REQUEST FOR PROOF OF  
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.faja.com](http://www.faja.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf), or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/11/2021

**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).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Avenue, Suite 1350 Orlando FL 32801		<b>CONTACT NAME:</b> AJG Certificate Team <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> CertRequests@ajg.com	
<b>INSURED</b> MSL, P.A. 255 S. Orange Avenue Suite 600 Orlando FL 32801		<b>INSURER(S) AFFORDING COVERAGE</b>	
MOORSTE-01		INSURER A: Depositors Insurance Company	NAIC #: 42567
		INSURER B: Travelers Indemnity Co of America	25666
		INSURER C: Travelers Casualty and Surety Company	19038
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 1475167526      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		3076438245	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		3076438245	12/15/2020	12/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		3076438245	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Other Aggregate \$ 5,000,000	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB3K6076542142E UB3K6090942142G	3/1/2021 3/1/2021	3/1/2022 3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF INSURANCE	<b>CANCELLATION</b> 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 
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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/31/2020

**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).**

<b>PRODUCER</b> Affinity Insurance Services 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE _____ NAIC# _____ INSURER A : Continental Casualty Company 20443 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
<b>INSURED</b> MSL, P.A. 255 S. Orange Avenue, Suite 600 Orlando, FL 32801-3428	

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED.    RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	Professional Liability			APL-188063463	07/31/2020	07/31/2021	Per Claim / Aggregate Limit \$5,000,000 /\$5,000,000 SIR applies per terms and conditions.

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

<b>CERTIFICATE HOLDER</b>  MSL, P.A. 255 S. Orange Avenue, Suite 600 Orlando, FL 32801-3428	<b>CANCELLATION</b>  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 
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# Attachment I – Ownership Disclosure Affidavit

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT I OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Scot Aurelius	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	17.20
Julie Baird	500 E. Broward Blvd., Suite 1500, Ft. Lauderdale, FL 33394	11.80
William Blend	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	10.80 %
Farlen Halikman	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	17.20 %
Kevin Murphy	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	17.20 %
Dan O'Keefe	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	17.20

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Signature of Affiant

William Blend

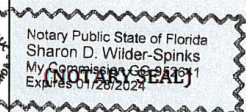
Print Name

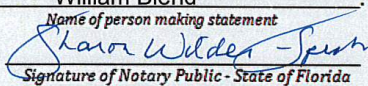
May 28, 2021

Date

STATE: **FLORIDA**  
 COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2021, by: William Blend  
Name of person making statement

  
 Notary Public State of Florida  
 Sharon D. Wilder-Spinks  
 My Commission Expires 01/28/2024  
 (NOTARY SEAL)

  
 Signature of Notary Public - State of Florida  
 Sharon Wilder-Spinks  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_



# Attachment J – Drug Free Workplace Certificate

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT J

### DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**  
MSL, P.A.

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

  
\_\_\_\_\_  
Signature of Affiant

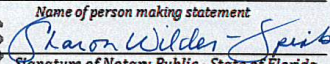
William Blend  
\_\_\_\_\_  
Print Name

May 28, 2021  
\_\_\_\_\_  
Date

STATE: **FLORIDA**  
 COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2021, by: William Blend

Name of person making statement

  
 \_\_\_\_\_  
 Signature of Notary Public - State of Florida

Notary Seal: Notary Public State of Florida, Sharon D. Wilder-Spinks, My Commission No. 00852641, Expires 01/28/2024

Sharon Wilder-Spinks  
 \_\_\_\_\_  
 Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

# Attachment K – Employee Background Verification Affidavit

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT K

### EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, William Blend of MSL, P.A., attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

  
Signature of Affiant

William Blend  
Print Name

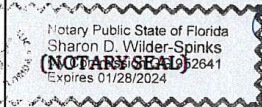
Print Name

May 28, 2021  
Date

Date

STATE: FLORIDA  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of  
May, 2021, by: William Blend  
Name of person making statement

 Sharon Wilder-Spinks  
Signature of Notary Public - State of Florida  
Notary Public, State of Florida  
Sharon D. Wilder-Spinks  
(NOTARY SEAL) 52641  
Expires 01/28/2024  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

# Attachment L – Scrutinized Companies Affidavit

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT L

### Scrutinized Companies Affidavit CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, William Blend, Shareholder, on behalf of MSL, P.A.  
Print Name and Title Company Name

certify that MSL, P.A. does not:  
Company Name


1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

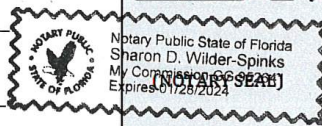
Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

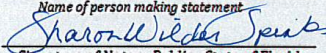
As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

MSL, P.A.  
COMPANY NAME  
William Blend  
PRINT NAME  
Shareholder  
TITLE  
  
SIGNATURE



STATE: FLORIDA  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2021, by: William Blend  
Name of person making statement

  
Signature of Notary Public - State of Florida  
Sharon Wilder-Spinks  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

# Attachment M – Non-Conflict of Interest Statement

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT M

### NON-CONFLICT OF INTEREST STATEMENT

- A. A. I am the Shareholder of MSL, P.A. with a local office in Fort Lauderdale and principal office in Orlando.
- B. The entity hereby submits a proposal/offer in response to **RFP 2021-1-COMM, COMMISSION AUDITOR.**
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

[Signature]  
Signature of Affiant

May 28, 2021  
Date

William Blend, Shareholder  
Printed Name & Title of Affiant

STATE: FLORIDA  
 COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2021, by: William Blend

Sharon Wilder-Spinks  
 Signature of Notary Public, State of Florida

Sharon Wilder-Spinks  
 Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification OR  
 Type of Identification Produced \_\_\_\_\_



# Section 7 – Additional Information

## Addendum #1

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor  
Addendum #1



### Addendum #1 – Questions & Answers

(Issued, Friday, May 21, 2021)

RFP 2020-1-COMM, Commission Auditor

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

**Question 1:** RFP page 21, Criteria #1e, states "expertise of human resources". Can you please elaborate? What experience is the City asking for?

**Answer 1:** The ability to audit personnel costs, personnel procedures and to assess the functions within a position.

**Question 2:** Regarding the sealed dollar cost proposal, Attachment A, Item Description A states "Total fee to prepare an Annual Audit Plan that includes: A cost for each element of the proposed Annual Audit Plan". Based on professional standards, an audit plan cannot be completed prior to completing a risk assessment which includes interviewing City personnel. There is no feasible way to price out the cost until the risk assessment is completed. Also as noted on section 5.1 the Audit Plan is subject to approval by the City Commission and as such can change the scope of duties which can increase or decrease costs. Is the City asking for an initial price on the Risk Assessment only?

**Answer 2:** See Revised Pricing Sheet (Attachment A). Firms shall submit a lump-sum cost for an Annual Risk Assessment, as well as hourly rates. Hourly rates will be used to calculate the cost of task orders assigned by the City Commission, in accordance with an Audit Plan pre-approved by the City Commission.

**Question 3:** Who are the members of the selection committee?

**Answer 3:** The Mayor and City Commissioners.

- Greg Ross, Mayor
- Jeff Green, Commissioner
- Max Pulcini, Commissioner
- Howard Meltzer, Commissioner
- Ryan Shrouder, Commissioner

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor  
Addendum #1

Question 4: Due to the public health emergency related to COVID-19 that is still impacting some parts of the United States, can the final Technical and Price documents be delivered electronically? Our production center is currently in a state with Covid restrictions that make hard copies difficult.

Answer 4: Unfortunately, we must receive hard copies to distribute to the evaluation committee.


Question 5: Due to the public health emergency related to COVID-19 that is still impacting some parts of the United States, can the Notary requirements for the required forms be waived? If selected, Crowe would be glad to provide original notarized versions of all the necessary documents.

Answer 5: Proposers are allowed to use online notaries.

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

**Acknowledgment of Addendum #1**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:		Company:	MSL, P.A.
Print Name:	William Blend	Date:	May 21, 2021

## Addendum #2

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor  
Addendum #2



### Addendum #2 – Questions & Answers (Issued, Thursday, May 27, 2021)

RFP 2020-1-COMM, Commission Auditor

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:


- Question 1: On Attachment A – Pricing Sheet, for the Proposed Cost do you an example of how you want the hourly rates listed?
- B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal – is there a Section 4(A) or are we titling this section as Section 4(A)?

Answer 1: The ability to audit personnel costs, personnel procedures and to assess the functions within a position.

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

#### Acknowledgment of Addendum #2

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:		Company:	MSL, P.A.
Print Name:	William Blend	Date:	May 27, 2021

### Addendum #3

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor  
Addendum #3



### Addendum #3 – Questions & Answers

(Issued, Wednesday, June 2, 2021)

RFP 2020-1-COMM, Commission Auditor

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question 1: Has the City or Commission ever engaged a firm for services being requested?

Answer 1: No.

Question 2: Why is the City going out now for these services?

Answer 2: Commission request.

Question 3: How much is the budget for the services being requested?

Answer 3: The annual budget is to be determined based on task orders approved and assigned by the City Commission.

Question 4: What issue(s) are there to prompt the City to request these services

Answer 4: Commission has indicated a desire to have an auditor. There are no specific issues that staff is aware of.

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

#### **Acknowledgment of Addendum #3**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

<i>Acknowledged by:</i>	<u>William Blend</u> <small>Digitally signed by William Blend Date: 2021.06.02 14:39:50 -0400</small>	<i>Company:</i>	<u>MSL, P.A.</u>
<i>Print Name:</i>	<u>William Blend</u>	<i>Date:</i>	<u>June 2, 2021</u>



## Continuing Professional Education

All members of MSL’s GPG and all audit staff members, regardless of their individual roles of responsibility, are in compliance with the CPE requirements set forth in GAGAS, issued by the Comptroller General of the United States. In addition, we are in compliance with the applicable provisions of the Florida Statutes that require CPAs to meet CPE requirements prior to proposing on governmental audit engagements.

Our audit team does not perform just one federal/state financial assistance program audit; our staff auditors are exposed to intensive and continuing concentration on various types of these audits. Due to the total number of governmental/not-for-profit grant audits our team performs, each member of our governmental audit staff understands and is able to perform several types of federal/state grant audits.

It is our objective to provide our professional staff at least 50 hours of comprehensive CPE each year. This is accomplished by attending seminars throughout the United States and is reinforced through in-house training. Our training programs are often open to our clients at no charge, so you can also fulfill some of your CPE requirements throughout the year. **Our Firm offers 16-24 hours of CPE during the year to our staff and clients at no charge.**



In addition to attending continuing education programs, several members of our professional staff have been recognized for their knowledge and expertise in our profession. Members of the engagement team have taught governmental accounting and auditing for the AICPA, FICPA, FGFOA, and GFOA. Additionally, they have developed CPE sessions specific to client needs and have participated in the instruction of these sessions.

**Bill Blend** is often asked to speak at training sessions for the FICPA, FGFOA and at various MSL training events. Bill is one of only a few CPAs in the state who is qualified and teaches the FICPA required ethics class, including a class specifically developed by the FICPA for governmental ethics. As a Certified Fraud Examiner, Bill also teaches fraud sessions for the FGFOA, as well as at client training sessions.

**Joel Knopp** has spoken at training sessions for the FGFOA, FSFOA, FASBO, and at MSL training events on topics related to various governmental accounting and auditing issues, including Single Audit and GASB updates.

**Dan O’Keefe** is recognized as one of the top public sector instructors in the state of Florida and is also well-known on a national level. He has written numerous courses on various subjects related to governmental accounting and auditing. In addition, he has been an adjunct professor at the University of Central Florida and the University of West Florida.

**Eddy Castaneda** has spoken at training sessions for the FICPA, FASBO, and at MSL training events. He is a speaker on topics related to various governmental accounting and auditing issues, including Single Audit and GASB updates and internal controls. He also serves on the MSL University Committee where he recommends and assigns topics to be taught to MSL’s employees and clients.

All members of the engagement team have properly maintained CPE credits in governmental accounting, as required by the Board of Accountancy.

## Evaluating IT Environment

As part of our audit procedures, we are required to gain an understanding of IT environment that supports the financial reporting process. Our assessment includes the following:

- Identifying key information systems and EUC (End-User Computing) applications, such as user-developed spreadsheets, that are relevant to financial reporting
- Evaluating procedures by which transactions are initiated, authorized, recorded, processed, and reported in such systems

While not specifically required to be evaluated, during our audit planning phase, we have our IT Risk Assurance team incorporate a tailored approach to your overall IT environment which includes a review of the following IT Environment areas:

- **General IT Controls**  
These controls impact the achievement of the financial statement assertions by supporting an environment that provides for the integrity, security, and availability of financial data. Our audit approach includes a review of General IT controls, such as:
  - IT Governance - including risk management, strategic planning, and vendor management
  - IT Operations - including data backup and recovery, interfaces between systems, and incident management
  - Physical Security and Access to Programs and Data - including appropriate segregation of duties
  - Change Management and Software Acquisition and Development
- **Application Controls**  
These controls relate to programmed procedures within an information system that are designed to help ensure the completeness and accuracy of information processing, such as completeness and validity checks, authentication, authorization, or input controls.
- **Cyber Hygiene Practices**  
Cybersecurity continues to be one of the key risks for the majority of our clients. We understand those risks and as part of our procedures, we benchmark the practices and controls employed by our clients against the key cybersecurity frameworks, such as CIS Controls or the five-step NIST Cybersecurity Framework. We also provide a high-level vulnerability assessment at no cost to our clients.

### Intelligent Data Analytics and Visualization

It is our policy to incorporate the use of Machine Learning-enabled CAATs in our audit approach where it is practical and efficient to do so. Our Firm understands the efficiencies and effectiveness derived with the proper use of these audit techniques. Our goal is to ensure your audit team has the tools and training to use these techniques and is why we have committed significant Firm resources in this area.

Whenever possible, we will request electronic copies of your financial data and use data extraction and analysis software to assist us in performing your audit.

## IDEA

Idea software enables us to take virtually any output file format from your financial reporting package and convert it into a usable data format for our staff to perform analyses, such as:

- Comparison of employee and vendor addresses to identify employees who are also vendors
- Analyzing numerical sequences from large populations to identify missing or duplicate checks or invoices
- Sorting payments to identify transactions that fall just under financial control or contract limits
- Identifying unexpected trends in the number, or amounts of, payments to vendors
- Searching for false employees by comparing the human resources database with the payroll system database

## Microsoft Power BI

Power BI is a collection of Business Intelligence tools that help with turning raw data into coherent, visually rich and interactive insights. Our IT Risk Assurance Team uses this powerful tool to develop custom-built dashboards that assist our audit team with analyzing system user metrics, such as:

- Insufficient or incompatible segregation of duties
- Stale user accounts - i.e., accounts with no recent activity
- User accounts that do not follow policies and procedures employed by the organization

## Additional IT Services

Being a part of Moore Global gives us a virtually unlimited access to highly specialized individuals and teams. We are able to offer a comprehensive review of IT environment, outside of the scope of a typical financial audit. We can assist our clients with minimizing risk exposures by managing and performing assessments focused on the client's internal controls and compliance requirements, such as:

- Identifying potential internal and external network vulnerabilities and weaknesses
- Conducting penetration testing, including social engineering testing
- Providing security awareness trainings to employees
- Evaluating compliance with PCI, HIPAA, SOX, etc.
- Performing FLSHMV (Department of Highway Safety and Motor Vehicles) data security audits
- Protecting sensitive materials, data, and information

## External Quality Control Review Report

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. MSL is formally dedicated to that commitment.

Our Firm recognizes the long-term significance of developing a formal quality control program. In an effort to continue to maintain the standards of working excellence required by our Firm, we are members of the Private Companies Practice Section (PCPS), the Center for Audit Quality (CAQ), and the AICPA GAQC. To be a participating member firm, you must obtain an independent compliance review of your firm’s quality control policies and procedures every three years to ascertain compliance with existing auditing standards on the applicable engagements. The scope of the peer review is comprehensive, in that, it specifically reviews the quality control policies and procedures of the participating firm’s accounting and auditing practice, including its work product in various client industries. We believe that our commitment to the program has been rewarding not only to our Firm, but primarily to our clients.



The external, independent peer review of the elements of our quality control policies and procedures performed by an independent certified public accountant selected by the AICPA provides both us and our clients with the assurance that we continue to conform to the standards of the profession in the conduct of our accounting and auditing practice.

Our Firm has undergone successful peer reviews since participation in the program. We take quality control seriously. We understand our responsibility in providing you with auditing services that meet or exceed the professional standards established by the AICPA, U.S. GAO, U.S. OMB, Florida Attorney General, and Florida Board of Accountancy (FBOA).

We also understand our responsibility under *Government Auditing Standards* (the Yellow Book) to provide you with our most recent peer review report. We will always send you the most current report when it is issued.

On the following page is our most recent peer review report for the period ended June 30, 2020, which included a review of specific governmental engagements performed by MSL. It should be noted that no comments were made as a result of this review.



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809  
225-922-4600 Phone – 225-922-4611 Fax – [pncpa.com](http://pncpa.com)

A Professional Accounting Corporation

Report on the Firm’s System of Quality Control

To the Partners of MSL, P.A.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of MSL, P.A. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm’s Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer’s Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and an audit of a broker-dealer.

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of MSL P.A. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. MSL, P.A. has received a peer review rating of *pass*.

*Postlethwaite & Netterville*

Baton Rouge, Louisiana  
January 7, 2021

Attachment A  
(Page 5 of 5)

**REVISED**

**PRICING SHEET for COMMISSION AUDITOR**

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

Item Description	Proposed Cost
<p>A. Total fee to prepare an Annual Audit Plan that includes:—</p> <ul style="list-style-type: none"> <li>i.— Conducting a required Annual Risk Assessment</li> <li>ii.— A cost for each element of the proposed Annual Audit Plan</li> <li>iii.— Workshop meetings with the City Commission</li> <li>iv.— All necessary research</li> </ul> <p>A. Total fee to prepare an Annual Risk Assessment:</p>	<p>\$</p>  <p>17,500</p>
<p>B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal</p> <p><i>Hourly rates will be used to calculate the cost of task orders assigned by the City Commission, in accordance with an Audit Plan pre-approved by the City Commission.</i></p>	<p><b>ATTACH A SEPARATE SHEET WITH HOURLY RATE DETAILS</b></p>

Submitted by: William Blend

Authorized Signature: *William Blend* (Print)

Title: Shareholder (Sign)

Company Name: MSL, P.A.

Date: May 28, 2021

STATE: **FLORIDA**  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2021, by: William Blend  
Name of person making statement

*Sharon Wilder-Spinks*  
Signature of Notary Public - State of Florida  
**Sharon Wilder-Spinks**  
Name of Notary Typed, Printed, or Stamped

Notary Public State of Florida  
Sharon D. Wilder-Spinks  
My Commission GG 952641  
Expires 01/28/2024  
**(NOTARY SEAL)**

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

## Hourly Rates of Personnel as Outlined in Technical Proposal

Levels	Standard Hourly Rates
Shareholders	\$275
Managers	\$200
Seniors	\$130
IT Audit Specialists	\$150
Staff	\$ 95



CITY OF COOPER CITY, FLORIDA

# Request for Proposals

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**COMMISSION AUDITOR**

**RFP 2021-1-COMM**

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For information contact:

Kerri Anne Fisher  
Purchasing Agent  
Tel: 954-434-4300 ext. #268  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Wednesday, April 28, 2021  
Due Date: Thursday, June 3, 2021



**CITY OF COOPER CITY  
NOTICE TO PROPOSERS**

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida is seeking sealed proposals from qualified individuals or firms to provide commission audit services. Proposals shall be in compliance and in accordance with the terms, conditions, and specifications contained in this solicitation.

**COMMISSION AUDITOR  
RFP 2021-1-COMM**

The detailed Request for Proposals (RFP) may be obtained online at [www.DemandStar.com](http://www.DemandStar.com) or from the Office of the City Clerk located in City Hall, 9090 Southwest 50<sup>th</sup> Place, Cooper City, Florida 33328, 8:00AM through 5:00PM, Monday through Friday.

**Proposals must be received in the City Clerk’s Office no later than 3:00PM (EST), Thursday, June 3, 2021.** The outside of the envelope or box containing ONE (1) identified, unbound original, THREE (3) bound photocopies and ONE (1) electronic copy (flash drive) of your proposal must be clearly marked “**RFP 2021-1-COMM, COMMISSION AUDITOR**”.

Questions and requests for information relative to this RFP should be directed to Kerri Anne Fisher, Purchasing Agent. Please email questions to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/proposals and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposals between a potential vendor, service provider, proposer, lobbyist, or; consultant and the City Commissioners, City’s professional staff including, but not limited to, the City Manager and his/her staff, any member of the City’s selection or evaluation committee. For further information about the Cone of Silence, please contact the City’s Attorney.

CITY OF COOPER CITY  
Kathryn Sims, City Clerk

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Please publish one (1) time on: Wednesday, April 28, 2021

Please send invoice and proof of publication to: Jenna Montoya, Asst. City Clerk  
City of Cooper City  
PO Box 290910  
Cooper City, FL 33329-0910  
[JMontoya@CooperCityFL.org](mailto:JMontoya@CooperCityFL.org)

## SECTION I – INTRODUCTION AND INFORMATION

*This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.*

### 1.1 PURPOSE

The City of Cooper City, Florida is seeking proposals from qualified firms or individuals, hereinafter referred to as the Contractor, to provide commission audit services, at the direction of the City Commission, in accordance with the terms and conditions and specifications in this Request for Proposal (RFP).

### 1.2 DUE DATE & SUBMITTALS

**1.2.1** All bids are due no later than 3:00PM (EST), Thursday, June 3, 2021 or any time prior thereto, at the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified. All bids received after that time will not be accepted and shall be returned to the Proposer.

**1.2.2** Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form.

**1.2.3** The completed, signed bid must be submitted in a SEALED ENVELOPE clearly marked with the Bid Title. Bids mistakenly opened by City staff, due to failure of the Proposer to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

**1.2.4** Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

**1.2.5** The City encourages early submittal of bids. Late bids will be rejected.

### 1.3 PRE-PROPOSAL CONFERENCE - NONE

### 1.4 ELIGIBILITY AND COMPETENCY OF PROPOSERS

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

### 1.5 CONTRACT TERM

**1.5.1** The contract shall be for an initial period of three (3) years commencing on the date of issuance of a Notice to Proceed. The contract may be renewed for one (1) additional year under the same pricing, terms and conditions, if mutually agreed upon in writing by both parties.

**1.5.2** Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

**1.5.3** The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

### 1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be ordered by and delivered to the City of Cooper City, either remotely or in person.

## **1.7 PRICE**

Proposer will quote firm, fixed lump sum to perform the work described in the Scope of Services, and provide hourly rates, as requested.

## **1.8 COST ADJUSTMENTS - N/A**

## **1.9 METHOD OF AWARD**

**1.9.1** See Section VI - Consideration for Award/Award Procedures.

**1.9.2** Proposer must bid on all items listed on Bid Form to qualify for award of the contract.

**1.9.3** The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Proposer, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

**1.9.4** Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

**1.9.5** The City shall award a contract to a Proposer through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

**1.9.6** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Proposer's Proposal, the Contract referenced and the task orders are collectively an integral part of the contract between the City and the successful Proposer.

**1.9.7** While the City Commission may determine to award a contract to a Proposer(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Proposer shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Proposer is in default, the City, through the Purchasing Agent, will void its acceptance of the Proposer's offer and may determine to accept the offer from the second lowest responsive, responsible Proposer or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Proposer as a result of damages or excess costs sustained and/or may prohibit the Proposer from submitting future Bids for a period of one year.

**1.9.8** The City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Proposer hereby acknowledges and agrees to this right of the City.

## **1.10 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [Accounting@CooperCityFL.org](mailto:Accounting@CooperCityFL.org), or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.

### **1.11 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via telephone at (954) 434-4300 x #268 or email **Purchasing@CooperCityFL.org**. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

### **1.12 WRITTEN CONTRACT**

The awarded Bidder/Proposer shall be required to enter into a written Contract with the City. The Contract form shall be prepared by the City and shall incorporate the terms of this RFP, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commission. The Contract shall be substantially in the form attached to this RFP. No work shall be performed, or payment due, unless a written Contract is fully executed and has been approved by the City Commission.

**[END OF SECTION]**

**SECTION II – SOLICITATION SCHEDULE**

<b>Item</b>	<b>Date</b>
Request for Proposal Issued and Advertised	Wednesday, April 28, 2021
Last Date for Receipt of Questions of a Material Nature	Tuesday, May 27, 2021
<b>PROPOSAL DUE (Prior to 3:00 PM EST)</b>	<b>Thursday, June 3, 2021</b>
Review of Proposals & Selection of Candidates for Presentations	Week of June 7, 2021
Presentations & Final Ranking	Week of June 21, 2021
Recommendation of Award/Agenda Item Request	Tuesday, June 29, 2021
Anticipated Contract Award & Start Date	Tuesday, July 13, 2021

[END OF SECTION]

## SECTION III - GENERAL CONDITIONS

*These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.*

### 3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

### 3.1 BID TABULATIONS

Proposers desiring a copy of the bid tabulation may obtain one online at [www.DemandStar.com](http://www.DemandStar.com).

### 3.2 NO BID

If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Proposer shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

### 3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at P.O. Box 290910, Cooper City, FL 33329-0910, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to [Accounting@CooperCityFL.org](mailto:Accounting@CooperCityFL.org).

### 3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

### 3.5 EQUIVALENTS

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Proposal, he/she shall so indicate on his/her bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

### 3.6 MISTAKES

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Proposer's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

### 3.7 CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

### **3.9 CANCELLATION**

In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Agent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

### **3.10 PROTESTS, APPEALS AND DISPUTES**

Protests shall be submitted in writing to the Purchasing Agent no later than THREE (3) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Proposer, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

### **3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Proposer is awarded a contract under this bid solicitation, the prices quoted by the Proposer on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

### **3.12 COMPLETE PROJECT REQUIRED**

Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the or from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

### **3.13 PRICES QUOTED**

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

### **3.14 UNDERWRITERS' LABORATORIES (the "UL")**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

### **3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS**

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

### **3.16 DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

### **3.17 LEGAL REQUIREMENTS**

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

### **3.18 PATENTS AND ROYALTIES**

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **3.19 OSHA**

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

### **3.20 ANTI-DISCRIMINATION**

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### **3.21 DEFAULT**

In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

### **3.22 SUBSTITUTIONS**

The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Proposer's expense.

### **3.23 PROPOSER'S FACILITIES**

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

### **3.24 DISCLAIMER**

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

### **3.25 EVIDENCE**

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.



### **3.26 DEMONSTRATION OF COMPETENCY**

**3.26.1** Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

**3.26.2** The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

**3.26.3** The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Proposer's Bid may render the Bid non-responsive.

**3.26.4** The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

### **3.27 ASSIGNMENT**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract to any person, company or corporation without prior written consent of the City.

### **3.28 INDEMNIFICATION**

The successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

### **3.29 NON-EXCLUSIVE**

The City retains the right to procure services from other providers.

### **3.30 SUNSHINE LAW**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Proposer acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

### **3.31 FORCE MAJEURE**

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

### 3.32 COLLUSION

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his/her Bid with other Proposers and has not colluded with any other Proposer or parties to this Bid whatsoever. The Proposer certifies, and in the case of a joint bid, each party thereto certifies, as to his/her own organization, that in connection with this Bid:

**3.32.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

**3.32.2** Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

**3.32.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

**3.32.4** The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

**3.32.5** No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

### 3.33 CONE OF SILENCE

- a. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid between:
  - i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
  - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.
- b. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- c. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;
- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- d. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- e. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

### 3.34 ELIGIBILITY

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

### 3.35 TIE BIDS/PREFERENCE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

**3.35.1** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

**3.35.2** Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

**3.35.3** Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

**3.35.4** In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than THREE (3) days after such conviction.

**3.35.5** Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

**3.35.6** Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### 3.36 SPOT MARKET PRICING - N/A

### 3.37 PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

### 3.38 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without

his/her or his/her subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

### **3.39 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

### **3.40 CONFIDENTIALITY**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

### **3.41 GOVERNING LAW AND VENUE**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

### **3.42 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

### **3.43 AUDITS**

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

### **3.44 PUBLIC RECORDS:**

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall provide the City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**G. In accordance with Section 119.0701(1)(a), Florida Statutes, 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 CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, ASST. CITY MANAGER/CITY CLERK  
CITY OF COOPER CITY  
9090 SW 50 PLACE  
COOPER CITY, FL 33328  
954-434-4300 x #291  
[PRR@COOPERCITYFL.ORG](mailto:PRR@COOPERCITYFL.ORG)

**3.45 SCRUTINIZED COMPANIES**

CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**3.46 E-VERIFY**

- A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - ii. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and 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 Cooper City; and
  - iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**[END OF SECTION]**

## SECTION IV - SPECIAL CONDITIONS

### 4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

### 4.2 TIME OF COMPLETION

By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

### 4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

Contractors shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy close(s) shall be issued by an insurer of recognized responsibility and rated no less than "A" by the A.M. Best Company or similar insurance rating firm. Such policy close(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and shall provide that the City shall be given 30-days advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

**Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer.**

**4.3.1 COMPREHENSIVE GENERAL LIABILITY INSURANCE** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

**Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.**

**4.3.2 WORKERS' COMPENSATION INSURANCE** - Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

**4.3.3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE** - Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

**4.3.4 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)** - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure

and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies.

**4.3.5 Builder's Risk Insurance - NOT REQUIRED FOR THIS BID** - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1 and 4.3.3 above.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

#### **4.4 PERMITS, FEES AND NOTICES**

**4.4.1** The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent and using department without delay.

**4.4.2** The Successful proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

**4.4.3** The Successful proposer shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

#### **4.5 BONDS**

##### **4.5.1 PERFORMANCE/PAYMENT BOND – NOT REQUIRED FOR THIS BID**

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Proposer.

##### **4.5.2 BID BOND - NOT REQUIRED FOR THIS BID**

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Proposer's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attached) issued by an authorized surety.

The Bid security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Proposer fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be

retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Proposers will be returned.

The Bid security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the Bid opening.

#### **4.6 VARIANCES**

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

#### **4.7 INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

#### **4.9 SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

#### **4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

#### **4.11 CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

#### **4.12 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [Accounting@CooperCityFL.org](mailto:Accounting@CooperCityFL.org), or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number. All invoices must reference the applicable task order and/or Bid number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to



the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

#### **4.13 DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

#### **4.14 REQUESTS FOR MODIFICATION**

The City reserves the right to request that the Proposer modify his/her bid to more fully meet the needs of the City.

#### **4.15 PROPOSAL ACKNOWLEDGMENT**

By submitting a bid, the proposer certifies that they have fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

#### **4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

#### **4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS**

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.

#### **4.18 ALTERNATE BIDS**

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the solicitation which differs from the approach set forth in the solicitation.

An alternate bid may also be a second bid submitted by the same proposer which differs in some degree from its basic or prime bid.

Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids submitted.

#### **4.19 ADDENDUM OR AMENDMENT TO SOLICITATION**

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Agent shall furnish the revision by written addendum and will post all addenda on the City's website.

#### **4.20 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

#### **4.21 RECORDS RETENTION**

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

#### **4.22 CONTRACT DOCUMENT**

The entire contents of this Request for Proposal along with the Proposer's Bid and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

#### **4.23 PERFORMANCE STANDARDS**

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR**;
- ii. the Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

#### **4.24 LIQUIDATED DAMAGES – NOT APPLICABLE FOR THIS SOLICITATION**

Liquidated damages of - per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

#### **4.25 PROFESSIONAL STANDARDS & CERTIFICATION REQUIREMENTS**

The Proposer shall adhere to the ethical and professional standards promulgated by the Institute of Internal Auditors (IIA) and as appropriate, Government Auditing Standards as issued by the United States General Accounting Office (GAO), and State laws, rules or regulations promulgated thereunder.

A Certified Internal Auditor (CIA) or Certified Public Accountant (CPA) with extensive experience in computerized internal auditing is required.

[END OF SECTION]

**SECTION V - SCOPE OF SERVICES**

**5.1 SCOPE OF SERVICES**

The Commission Auditor shall serve at the pleasure of the Commission. The Commission Auditor shall submit an Annual Audit Plan at the beginning of each fiscal year which shall be adopted by a majority vote of the City Commission and which may be amended from time to time by a majority vote of the City Commission. The Commission Auditor shall, from time to time, perform independent and objective audits or reviews of financial, compliance and operational activities of the city and the city's contractors, licensees and franchisees. Audits or reviews performed by the Commission Auditor shall analyze and evaluate financial management systems and operational controls and procedures of the city to develop recommended policies and procedures. The Commission Auditor shall also respond to questions by the City Commission or the City Manager and perform such other duties as may be imposed or required by ordinance, resolution or direction of a majority of the City Commission. In furtherance of their duties and responsibilities under this section, the Commission Auditor shall have unrestricted access to the City's records and staff. Nothing contained in this section shall adversely impact the position of the City Manager.

The scope of work to be performed by the Commission Auditor is:

1. Conduct an Annual Risk Assessment:
  - Review the offices, departments, and agencies of the City to determine what areas of the City to audit in order to independently evaluate the City's financial compliance and provide a performance appraisal.
  
2. Prepare an Annual Audit Plan:
  - Conduct workshop meetings with Commissioners to discuss audit requests
  - Based on the results of the Risk Assessment, develop an Annual Audit Plan that includes a lump sum calculation deemed sufficient to perform the scope of duties assigned to the Commission Auditor. The Audit Plan shall be presented to the City Commission for approval
  
3. Prepare Audit Reports based on the Audit Plan:
  - The Commission Auditor shall conduct the audits included in the Annual Audit Plan and submit the findings in a final report, to include any amounts that would be recoverable, directly to the City Commission for review.

**5.2 BACKGROUND INFORMATION**

The City of Cooper City serves an area of approximately 8 square miles and a population of approximately 34,000. The City of Cooper City was incorporated in 1959 and operates under a Commission-Manager form of government. The City's fiscal year begins October 1 and ends on September 30.

The City of Cooper City provides the following services to its citizens:

General Administration	Parks and Recreation
Police & Code Enforcement (contract with BSO)	Community Development (Building /Planning/Zoning)
Fire Protection (contract with BSO)	Planning/Zoning
Streets Maintenance	Water and Wastewater
Property Maintenance	Storm Water

Requests for financial reports and budgets may be emailed to [KerriF@CooperCityFL.org](mailto:KerriF@CooperCityFL.org).

**[END OF SECTION]**

**SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES**

**6.1 EVALUATION OF PROPOSALS**

The City Commission will serve as the Evaluation Committee and will, therefore, select the Proposal deemed the most qualified based on the submittal criteria. The City Commission reserves the right to select the proposal which, in the opinion and sole discretion of the City Commission, is in the best interest of, or most advantageous to, the City Commission. The City Commission reserves the right to waive any irregularities and technicalities in the proposals.

At a regular Commission meeting, the City Commission will evaluate each Proposer’s qualifications, references, and technical proposal. The Commission will then short list not less than (3) qualified firms based on the following criteria and using the information contained in the written responses to the RFP.

The short listed firms will then be invited to provide presentations to the City Commission and take part in an interview process by the Commission. The Commission reserves the right to ask questions of clarification as part of its evaluation. As part of this process, the firms must have the person designated as the COMMISSION AUDITOR and any other officials of the appropriate management level present and representing the firm. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished

The Commission will then rank the short listed firms based on the same criteria as listed above. The RFP shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City Commission taking into consideration the evaluation criteria.

**6.2 REVIEW OF PROPOSALS**

The Committee will use a points formula during the review process to score proposals. Each member of the Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. All of the members of the Committee will then convene to review and discuss these evaluations, and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional costs will be assigned to other Proposers. The Evaluation Committee will rank the firms and provide said ranking to the City Manager. Sealed dollar proposals will not be opened until the appropriate time.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

**6.3 EVALUATION CRITERIA**

Proposals will be evaluated using the following factors. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price.

CRITERIA	MAXIMUM POINTS
<p><b>1. Qualifications, Experience and Capability of Professional Personnel</b></p> <ul style="list-style-type: none"> <li>a. Qualifications and experience of the firm and any sub-consultants</li> <li>b. Availability of qualified personnel</li> <li>c. Ability to meet set standards</li> <li>d. Previous contracting experience with other governmental agencies</li> <li>e. Expertise of human resources</li> </ul>	<p>30</p>

<p><b>2. Ability to Perform</b></p> <ul style="list-style-type: none"> <li>a. Conveyance of a willingness to work with the City</li> <li>b. The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm’s capacity to accomplish it successfully.</li> <li>c. Quality level of services to be provided to the City</li> </ul>	20
<p><b>3. Technical Approach to the Scope of Work</b></p> <ul style="list-style-type: none"> <li>a. Understanding of the City’s needs</li> <li>b. Approach to the contract and methodology</li> <li>c. Technical soundness of the proposal</li> <li>d. Applicability of the services offered</li> <li>e. Meeting the City’s operational requirements</li> </ul>	35
<p><b>4. Cost Detail</b></p> <ul style="list-style-type: none"> <li>a. Price Proposal Form</li> <li>b. Any other Costs</li> </ul>	15
<p><b>TOTAL POSSIBLE POINTS:</b></p>	<b>100</b>

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

**NOTE REGARDING PRICE:** The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

- Second Lowest Proposer:
  - Second lowest cost – lowest cost = X
  - X divided by lowest cost = Y
  - Y times the total number of cost points = Z
  - Total number of cost points – Z = points assigned to 2<sup>nd</sup> Lowest

Example:

Lowest cost = \$1,000

Second lowest cost = \$1,250

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 15$  (max of 15 points, in this example) = 3.75

$15 - 3.75 = 11.25$  points to 2<sup>nd</sup> lowest proposer

#### **6.4 FINAL SELECTION**

The City Commission of the City of Cooper City will select the Proposal deemed the most qualified based on the submittal criteria.

#### **6.5 RIGHT TO REJECT PROPOSALS**

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

**[END OF SECTION]**

## SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.33, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division  
9090 SW 50th Place  
Cooper City, Florida 33328  
(954) 434-4300 x268  
Purchasing@CooperCityFL.org

### 7.2 SUBMISSION OF PROPOSALS

The following material is required to be submitted by Thursday, June 3, 2021, 3:00 PM EST for a contractor to be considered.

The Proposer shall submit FIVE (5) clearly identified copies of their proposal, including:

- One (1) **ORIGINAL, UNBOUND** copy
- Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
- One (1) **ELECTRONIC** copy (flash drive)

All proposals shall address and be presented as outlined below:

A. Title Page: List the following:

1. RFP 2021-1-COMM, COMMISSION AUDITOR
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Technical Proposal:

**General Requirements** - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

*Section 1 – Introduction Letter (Limit to two pages)*

- A. An introduction letter introducing the Company including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff.
- B. In the letter, the **Proposer must name the principal or other employee or the firm that shall be designated as the COMMISSION AUDITOR**. This person shall be considered the primary person responsible for this contract.
- C. Summarize in a brief and concise manner, the proposers understanding of the work to be performed, the commitment to perform the work, and a statement of why the firm believes it is best qualified to provide the services.
- D. An authorized agent of the Proposer must sign the Introduction Letter.

*Section 2 – Approach to the Project*

The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- A. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services. Include the methodology intended to conduct the Risk Assessment and audits.
- B. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project Describe involvement of City Commission and City Staff
- C. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

*Section 3 – Firm Qualifications and Experience*

To be considered, the individual, management team or firm that is submitting a proposal must possess considerable expertise and experience in the development, management and implementation of government audits. The proposal shall include past performance, including the total number of similar assignments.

The following information shall be included regarding the Company's experience with internal audits, best practices, efficiency, operational, forensic, and compliance audits.

Provide references for the last five (5) years for which your firm provided a similar service of the scope and nature required by this RFP similar in size and scope to the City's request. These references must include, as a minimum: name of company, contact person, address, telephone number and email address. References shall include the general description of the project, the dates, and whether timelines were met. The City of Cooper City may not be used as a reference.

Letters of Commendations or Recommendation may be included in this section.

*Section 4 – Operational Information*

Proposers shall submit the following information as described below:

- A. Provide an organization chart showing all key personnel, including their titles, to be assigned to this contract. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. "All key personnel"



includes all partners, managers, seniors and other professional staff that will perform work and/or services in this contract.

- B. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
- C. Describe the experience, qualifications, ability to meet schedules, and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
- D. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its proposal.

### *Section 5 – Price Proposal*

The Pricing Sheet is included in this RFP as Page 5 of 5 of Attachment A. It includes two components described below:

- A. Fee to prepare the annual audit plan to include conducting the risk assessment and a cost for each element of the audit plan, workshop meetings with the Commission, and research where needed. This fee will be paid upon final approval of the Audit Plan.
- B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal. The hourly rates will be used to coincide with the cost estimates in the Audit Plan and can be used as a cost basis for any additional work not included in the original scope of work that may be later authorized by the City Commission.

The price proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

**THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE marked "SEALED PRICING SHEET FOR COMMISSION AUDITOR"**

*Section 6 – Required Attachments (Attachments A-M of this RFP) and Professional Certifications.* DO NOT INCLUDE THE "PRICING SHEET" IN YOUR TECHNICAL PROPOSAL.

*Section 7 – Any Additional Information deemed relevant by the Proposer to this contract.*

Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida 33328

**Attachment A**  
(Page 1 of 5)

# City of Cooper City, Florida

# Proposal Form

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## **COMMISSION AUDITOR**

## **RFP 2021-1-COMM**

Proposal Due: Thursday, June 3, 2021, 3:00 PM EST

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For Information Contact:

Kerri Anne Fisher, Purchasing Agent  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Wednesday, April 28, 2021

Submitted by: \_\_\_\_\_  
(Company name)

**Attachment A**  
(Page 2 of 5)

**Project:** COMMISSION AUDITOR  
**Contract Identification:** RFP 2021-1-COMM  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for one hundred and twenty (120) days from the date of the bid opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff  
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized

**Attachment A**  
(Page 3 of 5)

expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Agent, Kerri Anne Fisher. Questions must be emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, May 27, 2021 at 5:00PM,**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**Attachment A**  
*(Page 4 of 5)*

**Bidder's Contact Information**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business \_\_\_\_\_

Company's Website: \_\_\_\_\_

Authorized Signatory Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Additional Contact & Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Remit to Contact: Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Remit to Email: \_\_\_\_\_

**Attachment A**  
 (Page 5 of 5)

**PRICING SHEET  
 for  
 COMMISSION AUDITOR**

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

Item Description	Proposed Cost
A. Total fee to prepare an Annual Audit Plan that includes: i. Conducting a required Annual Risk Assessment ii. A cost for each element of the proposed Annual Audit Plan iii. Workshop meetings with the City Commission iv. All necessary research	\$
B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal	<b>ATTACH A SEPARATE SHEET WITH HOURLY RATE DETAILS</b>

Submitted by: \_\_\_\_\_  
 (Print)

Authorized Signature: \_\_\_\_\_  
 (Sign)

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

Company Name: \_\_\_\_\_

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

STATE: <b>FLORIDA</b>
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**Attachment B**

**REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. THE CITY OF COOPER CITY SHALL NOT BE USED AS A CLIENT REFERENCE.

1. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

---

2. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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3. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

This page shall be completed IN FULL and submitted with your bid.

**ATTACHMENT C**  
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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



**ATTACHMENT C**  
(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b>	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
<b>Personally Known</b> _____	<b>OR</b> <b>Produced Identification</b> _____
<b>Type of Identification Produced</b> _____	

**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

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

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 __, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT E**  
**BUSINESS ENTITY AFFIDAVIT**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

\_\_\_\_\_  
Name of Entity, Individual, Partners or Corporation

\_\_\_\_\_  
Doing Business As (If same as above, leave blank)

\_\_\_\_\_  
Street Address Suite City State

\_\_\_\_\_  
State and Date of Incorporation:

\_\_\_\_\_  
*Signature of Affiant* *Date*

\_\_\_\_\_  
*Print Name*

STATE: **FLORIDA**  
COUNTY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_  
*Name of person making statement*

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

(NOTARY SEAL) \_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
  
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
  - \_\_\_\_\_ (a) Maintaining, defending, or settling any proceedings.
  - \_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_ (c) Maintaining bank accounts.
  - \_\_\_\_\_ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_\_ (e) Selling through independent contractors.
  - \_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
  - \_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_ (i) Transacting business in interstate commerce.
  - \_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm is NOT a corporation:**

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
PROPOSER'S LEGAL NAME

**Attachment G**

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.

**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:  
 Individual/sole proprietor or single-member LLC  
 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.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**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) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
 Requester's name and address (optional)

**6** City, state, and ZIP code  
 www.irs.gov

**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 *How to get a TIN* on page 3.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

**or**

**Employer identification number**

		-									
--	--	---	--	--	--	--	--	--	--	--	--

**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.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      [Click Here to Sign](#)      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/fw9](http://www.irs.gov/fw9).

**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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-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 filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## Attachment H

### REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.fuia.com](http://www.fuia.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf), or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).

**ATTACHMENT I**

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Date

**STATE: FLORIDA**  
**COUNTY:** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_  
*Name of person making statement*

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

(NOTARY SEAL) \_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_

**ATTACHMENT J**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Date

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	



**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Date

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____
	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT L**

**Scrutinized Companies Affidavit**  
**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The 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 the 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
<i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	
_____ <i>Name of Notary Typed, Printed, or Stamped</i>	
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	



**PROFESSIONAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

«Vendor\_Name\_Upper\_Case», a «Vendor\_Business\_Type», authorized to do business in the State of Florida, with a business address of «Vendor\_Address\_Line\_1», «Vendor\_Address\_Line\_2» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation\_Advertisement\_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide the services of **COMMISSION AUDITOR** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2020-1-COMM**  
**“COMMISSION AUDITOR”**

1.2 On «Bid\_Opening\_Date», the bids were opened at the offices of the City Clerk.

1.3 On «Commission\_Award\_Date», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **COMMISSION AUDITOR**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **RFP 2020-1-COMM**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award

complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 The term of this Agreement shall be for one-time engagement.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. [NOTE: CONTRACTOR may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

3.4 **SCRUTINIZED COMPANIES.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed "**PRICING SHEET**" in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

«Vendor\_Name»  
Attn: «Vendor\_Contact\_Title»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»

#### **ARTICLE 5** **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

#### **ARTICLE 6** **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. 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 parties 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 party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY with notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

### 7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.6.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

- 1. Workers’ Compensation: Coverage A Statutory
- 2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.1 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 30-Day Notice of Cancellation or Non-Renewal to the CITY
- 7.7.4 CONTRACTORS’ policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY
- 7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.



7.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

**ARTICLE 8**  
**INDEPENDENT CONTRACTOR**

8.1 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 all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and 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, H.U.D., 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 has 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.

**ARTICLE 9**  
**VENUE**

9.1 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 shall be in Broward County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt

records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**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 OF COOPER CITY  
CITY CLERK  
9090 S.W. 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@coopercityfl.org](mailto:PRR@coopercityfl.org)**

**ARTICLE 11  
~~FEMA REQUIREMENTS~~ - NOT REQUIRED FOR THIS SOLICITATION**

**~~Any reference made to CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:~~**

~~11.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.~~

~~11.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.~~

~~11.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.~~

~~11.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:-~~

- ~~(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including~~

apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) ~~CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~
- (3) ~~CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.~~
- (4) ~~CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~
- (5) ~~CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~
- (6) ~~CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~
- (7) ~~In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~
- (8) ~~CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.~~

~~11.3.2 **Davis-Bacon Act:** Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute,~~

Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

~~11.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.~~

~~11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701-3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.~~

- ~~(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~
- ~~(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.~~
- ~~(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.~~
- ~~(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."~~

~~11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401–7671q, and the Federal Water Pollution Control Act ( 33 U.S.C. 1251–1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended ( 33 U.S.C. 1251–1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).–  
Clean Air Act.~~

- ~~(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.~~
- ~~(2) The Contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.~~
- ~~(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.~~

~~—————Federal Water Pollution Control Act~~

- ~~(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.~~
- ~~(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.~~
- ~~(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”~~

~~11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).~~

- ~~(1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.~~
- ~~(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”~~

~~11.3.7. Byrd Anti Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant,~~

~~or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”~~

~~11.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).~~

~~11.3.9 Recovered Materials.~~

~~(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired~~

~~(i) Competitively within a timeframe providing for compliance with the contract performance schedule~~

~~(ii) Meeting Contract performance requirements; or~~

~~(iii) At a reasonable price.~~

~~(2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-epg-program>.~~

~~11.3.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41~~

~~11.3.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes~~

~~11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,~~

~~(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.~~

~~(2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.~~

~~11.3.13 No Obligation by the Federal Government~~

~~(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.~~

~~(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.~~

~~11.3.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.~~

~~11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.~~

~~11.3.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.~~

## **ARTICLE 12**

### **SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

## **ARTICLE 13**

### **E-VERIFY**

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and 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 Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 14**  
**MISCELLANEOUS**

14.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT’S work product for its intended purposes.

14.2 Records. CONSULTANT shall keep such records and accounts and require any and all SUBCONSULTANT s to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

14.4 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY                      City Manager  
                                 City of Cooper City  
                                 9090 S.W. 50<sup>th</sup> Place  
                                 Cooper City, Florida 33328  
                                 Telephone No.            (954) 434-4300

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

CONSULTANT«Vendor\_Contact\_Title»  
                                 «Vendor\_Name»



«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»  
E-mail: «Vendor\_Email»  
Telephone No: «Vendor\_Phone\_Number»  
Cell phone No: «Vendor\_Cell\_Number»  
Facsimile No: «Vendor\_Fax\_Number»

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

14.7 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

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

14.11 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 Counterparts and Execution. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONSULTANT:**

«Vendor\_Name\_Upper\_Case»

By: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of «Vendor\_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor\_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, «Contract\_Signature\_Year».

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)



## Addendum #1 – Questions & Answers

(Issued, Friday, May 21, 2021)

### RFP 2020-1-COMM, Commission Auditor

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

**Question 1:** RFP page 21, Criteria #1e, states “expertise of human resources”. Can you please elaborate? What experience is the City asking for?

**Answer 1:** The ability to audit personnel costs, personnel procedures and to assess the functions within a position.

**Question 2:** Regarding the sealed dollar cost proposal, Attachment A, Item Description A states “Total fee to prepare an Annual Audit Plan that includes: A cost for each element of the proposed Annual Audit Plan”. Based on professional standards, an audit plan cannot be completed prior to completing a risk assessment which includes interviewing City personnel. There is no feasible way to price out the cost until the risk assessment is completed. Also as noted on section 5.1 the Audit Plan is subject to approval by the City Commission and as such can change the scope of duties which can increase or decrease costs. Is the City asking for an initial price on the Risk Assessment only?

**Answer 2:** See Revised Pricing Sheet (Attachment A). Firms shall submit a lump-sum cost for an Annual Risk Assessment, as well as hourly rates. Hourly rates will be used to calculate the cost of task orders assigned by the City Commission, in accordance with an Audit Plan pre-approved by the City Commission.

**Question 3:** Who are the members of the selection committee?

**Answer 3:** The Mayor and City Commissioners.

- Greg Ross, Mayor
- Jeff Green, Commissioner
- Max Pulcini, Commissioner
- Howard Meltzer, Commissioner
- Ryan Shrouder, Commissioner

**Question 4:** Due to the public health emergency related to COVID-19 that is still impacting some parts of the United States, can the final Technical and Price documents be delivered electronically? Our production center is currently in a state with Covid restrictions that make hard copies difficult.

**Answer 4:** Unfortunately, we must receive hard copies to distribute to the evaluation committee.

---

**Question 5:** Due to the public health emergency related to COVID-19 that is still impacting some parts of the United States, can the Notary requirements for the required forms be waived? If selected, Crowe would be glad to provide original notarized versions of all the necessary documents.

**Answer 5:** Proposers are allowed to use online notaries.

---

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

**Acknowledgment of Addendum #1**

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

<i>Acknowledged by:</i> _____	<i>Company:</i> _____
<i>Print Name:</i> _____	<i>Date:</i> _____

**Attachment A**  
(Page 5 of 5)

**REVISED**

**PRICING SHEET for COMMISSION AUDITOR**

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

Item Description	Proposed Cost
<p><del>A. Total fee to prepare an Annual Audit Plan that includes:—</del></p> <ul style="list-style-type: none"> <li><del>i.—Conducting a required Annual Risk Assessment</del></li> <li><del>ii.—A cost for each element of the proposed Annual Audit Plan</del></li> <li><del>iii.—Workshop meetings with the City Commission</del></li> <li><del>iv.—All necessary research</del></li> </ul> <p>A. Total fee to prepare an Annual Risk Assessment:</p>	\$
<p>B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal</p> <p><i>Hourly rates will be used to calculate the cost of task orders assigned by the City Commission, in accordance with an Audit Plan pre-approved by the City Commission.</i></p>	<b>ATTACH A SEPARATE SHEET WITH HOURLY RATE DETAILS</b>

Submitted by:	
	(Print)
Authorized Signature:	
	(Sign)
Title:	
Company Name:	
Date:	

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b>	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	



**Addendum #2 – Questions & Answers**  
(Issued, Thursday, May 27, 2021)

RFP 2020-1-COMM, Commission Auditor

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

- Question 1: On Attachment A – Pricing Sheet, for the Proposed Cost do you an example of how you want the hourly rates listed?  
B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal – is there a Section 4(A) or are we titling this section as Section 4(A)?

Answer 1: The ability to audit personnel costs, personnel procedures and to assess the functions within a position.

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

**Acknowledgment of Addendum #2**

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by: \_\_\_\_\_ Company: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**Addendum #3 – Questions & Answers**  
(Issued, Wednesday, June 2, 2021)

RFP 2020-1-COMM, Commission Auditor

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

**Question 1:** Has the City or Commission ever engaged a firm for services being requested?

**Answer 1:** No.

---

**Question 2:** Why is the City going out now for these services?

**Answer 2:** Commission request.

---

**Question 3:** How much is the budget for the services being requested?

**Answer 3:** The annual budget is to be determined based on task orders approved and assigned by the City Commission.

---

**Question 4:** What issue(s) are there to prompt the City to request these services

**Answer 4:** Commission has indicated a desire to have an auditor. There are no specific issues that staff is aware of.

---

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

**Acknowledgment of Addendum #3**

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

<i>Acknowledged by:</i> _____	<i>Company:</i> _____
<i>Print Name:</i> _____	<i>Date:</i> _____



CPAs & ADVISORS

PROPOSAL FOR:

City of Cooper City

RFP 2021-1-COMM, COMMISSION AUDITOR

June 3, 2021 - 3:00 pm

PROPOSER:

MSL, P.A.

500 E. Broward Boulevard, Suite 1550

Fort Lauderdale, FL 33394

SUBMITTED BY:

William Blend, CPA, CFE

Shareholder

wblend@mslcpa.com

800.683.5401

ELECTRONIC





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# Section 1 – Introduction Letter

June 3, 2021

City Commission  
City of Cooper City  
City Hall  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida 33328

Dear Members of the City Commission:

First, we salute the Commission for asking its citizens to create the very important and necessary charter officer of the City, entitled the Commission Auditor, which answers directly and serves at the pleasure of the Commission. Your vision and foresight in allowing your citizenry via public referendum to institute this independent position was a bold and forthright statement that you, the City Commission, want transparency, compliance and efficiency in the daily operations of your government.

There are many professional, qualified firms and individuals within the auditing profession with lengthy and proud resumes. The very important test and challenge the Commission is faced with is choosing the firm that has the conviction, independence, strength and attitude of understanding their role and who they report to and answer to. Auditing is more than just understanding principles and standards; it is an attitude and wanting to explore, analyze and fairly and accurately present the reality of a department, account, process as it really is. Diligence, perseverance and a wanting to get to the bottom line is immensely important, as it's not accepting the first answers and explanations offered by the audited parties. This is what separates auditors from rationalizers. Finally, the establishment of a serious and deep level of trust between a Commission and its Commission Auditor is essential, or the program will fail.

We fully understand the scope of work the City Commission is requesting. Building off past knowledge and experience with the City, we will perform risk assessments of key offices, departments, and agencies. We will also evaluate revenue sources and significant contracts for performing revenue enhancement and compliance procedures. We will formulate the information and data gathered during the risk assessment phase and develop an audit plan for approval by the City Commission. At the direction of the City Commission, we will conduct audits in accordance with the American Institute of CPA's Attestation Standards for areas identified. We will report directly to the City Commission the results of our audits as each segment is completed. Our goal will be to provide feedback to the City Commission as quickly as possible.

We have assembled a team of governmental specialists with over 100 years of combined experience, who are committed to the City Commission, and can deliver the requested services efficiently and competitively. Unlike other firms, we have prior knowledge of the City and its operations and are prepared to hit the ground running. We also guarantee the City Commission that we won't be biased by management in any way and will report to you objectively and with the upmost integrity.

**Firm Profile and History**

MSL is a Florida corporation that has been in business for over 45 years and has grown to be one of the largest independently owned and operated firms of certified public accountants in the Southeast. We are a nationally recognized CPA firm, serving clients in more than 20 states and eight countries. We have approximately 100 employees and four office locations throughout Florida – Central Florida, South Florida, Tampa Bay, and North Florida. Many of our shareholders are nationally recognized specialists in their field of practice.

**Why MSL is the right firm for this engagement**

All members of our engagement team have served municipal clients in the state of Florida. This includes extensive experience in auditing enterprise funds, defined benefit plans, community redevelopment agencies, federal and state grants Our engagement team members have provided internal auditing services to the cities of Pembroke Pines and Coral Springs - to name just a few. These municipal engagements are similar in size and scope to the City.

**Local Firm with a National and Statewide Presence**

**Bill Blend**, your Commission Auditor and Engagement Shareholder, has over 25 years of governmental auditing, accounting, and consulting experience in Florida. He serves on the Florida Board of Accountancy, Technical Accounting and Auditing Committees for both the Florida Institute of Certified Public Accountants (FICPA) and the Florida Government Finance Officers Association (FGFOA). Bill is one of only a few CPAs in the state qualified by the FICPA to teach their government ethics class, and he is often sought out as a speaker around the state. **Joel Knopp**, your Technical Review Shareholder, has over 20 years of governmental auditing, accounting, and consulting experience. Joel provides a large part of the internal training for our staff. **Dan O’Keefe**, your Consulting Shareholder, has over 40 years of governmental auditing, accounting, and consulting experience in Florida. Dan served on the American Institute of Certified Public Accountants (AICPA) State and Local Government Expert Panel and serves on the AICPA State and Local Government Conference Committee. He is a nationally recognized speaker in the area of state and local governmental accounting and auditing. In addition, **Dan authored the Florida Single Audit Act and is currently the Commission Auditor for the City of Pembroke Pines, FL.** **Eddy Castaneda**, your Audit Manager, has over 13 years of public accounting experience, including performing external and internal audits, examinations, reviews, and compliance work for governmental and not-for-profit entities.

**Project Manager and Point of Contacts**

As Engagement Shareholder, I will be the Project Manager and am authorized to make representations for the engagement team and MSL. There will be two points of contact on this engagement – myself and Eddy Castaneda. You can reach me at my office at (800) 683-5401, my mobile at (407) 920-2158 and/or via e-mail at [wblend@mslcpa.com](mailto:wblend@mslcpa.com). Eddy Castaneda can be reached at (352) 895-6201 and/or via email at [ecastaneda@mslcpa.com](mailto:ecastaneda@mslcpa.com). Our office locations are in Fort Lauderdale and Orlando, respectively.

Pursuant to your Request for Proposal, we herein offer our express agreement to meet or exceed the performance specifications stated in your RFP within the specified time period. In addition, this proposal remains in effect for one hundred and twenty (120) days and may be extended at the discretion of the Firm.

Sincerely,



William Blend, CPA, CFE  
Engagement Shareholder

## Section 2 – Approach to the Project

### Annual Audit Plan

The first step in implementing internal audits within an organization is to set an annual plan. This plan will be developed by performing an overall risk assessment of the City (discussed in more detail below) as well as workshops held with the City Commission. The risk assessment will be performed prior to the workshop so that we can have information ready for the Commission and incorporate any areas of concern they have. The goal of this process is to ensure that the plan will meet the expectations of the Commission. The results of these audits will always be to focus on areas for improved governmental efficiency and costs savings whenever possible.

The plan should also ensure that prior internal and external audit findings are properly addressed when applicable. The plan must be flexible to meet the challenges that face every organization, especially one which operates in the public environment. The audit plan and its status will be presented to the Commission on a quarterly basis, at a minimum, to keep the Commission informed on the progress made and also update the plan should any issues arise.

As your internal auditors, we commit to you that should a critical issue arise which was not previously part of the plan, we will update the plan accordingly and allocate the necessary resources to address the issue(s).

In addition, this process will be used to identify vulnerabilities that may be hindering operational effectiveness or increasing costs through ineffective operations or possible fraud, waste or abuse.

#### **Overall Risk Assessment**

The overall risk assessment includes an analysis of the City’s activities and operations. Procedures performed to obtain this information included but are not limited to review of the City’s budget, financial statements, and prior internal auditor reports, inquiry of management and Commissioners on an individual basis.

Once these general procedures are completed, a more in-depth analysis is performed in areas identified. Controls or operations activities will be assessed to confirm the initial risk assessment. This process includes evaluation of internal controls in the areas identified. Internal controls will be evaluated using the five components of the COSO model; **Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring**. These components will be evaluated for all of the areas identified in the initial risk assessment.

Risk factors in this evaluation include, but are not limited to, the following:

#### **Control Risk Factors:**

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| Qualifications of personnel         | Turnover in personnel             |
| Changes in accounting and reporting | Last time controls were evaluated |
| Economic conditions                 | Changes to information technology |
| Changes in laws or regulations      | Susceptibility to fraud or abuse  |
| Segregation of duties               | Number of transactions            |
| Transaction complexity              | Pressures or incentives           |

The purpose of this evaluation is to be able to prioritize areas for possible internal audit. Once this information is completed, an initial plan will be proposed to the Commission at a workshop at which time the annual audit plan will be finalized based upon the consensus of the Commission. At this point, we as your internal auditors, would begin the individual internal audits according to the priorities and time schedule set out at this City Commission workshop.

**Individual Audit Plan Phases**

Each individual audit plan will be unique to the area being evaluated. The unique plan is dependent upon the area being audited, the goal of the audit (policy compliance, operational efficiency, etc.) The phases below are identified from a general perspective and would be the process for all audits:

**Planning Phase**

We will conduct a pre-audit planning conference with applicable Management and staff in the area(s) to be evaluated. During this meeting, issues such as policies and procedures, work flow and other relevant aspects of the program under audit will be discussed and identified. An audit schedule would also be worked out during this meeting. The planning phase is essential to ensuring the best and most efficient results of any internal audit, therefore, we will place significant emphasis on this phase to ensure that all of the appropriate data and facts are identified. Our goal is to develop an audit plan that will be efficient and effective and provide the best results possible.

Our audit approach is risk-based. We will assess risk for each of the objectives identified during this phase. This assessment includes an assessment for inherent and control risk to determine a combined assessment of risk. The goal is to ensure that we develop procedures to properly address these risks in the areas being audited.

**Review Phase**

Based on the facts gathered during the planning phase, we would then perform a preliminary review of the audit area. This is done to verify that our initial plan, as developed from the planning meeting, will work based on the actual circumstances. If necessary, appropriate changes would be made to the audit procedures developed during the planning phase. Procedures performed in this phase often include walkthroughs, inquiry of staff, surveys, analytical procedures, and other procedures deemed appropriate for the area under audit and to ensure our plan will meet the objectives identified in our plan.

**Testing Phase**

Utilizing the information gathered in the previous phases, we will implement our audit plan. Using our tailored audit programs for the area under audit, we will apply all steps of the audit program during this phase. Procedures performed will include, but not be limited to, transaction testing, benchmarking with similar entities, observations, document review, and other procedures deemed necessary to ensure all audit objectives are met. If required, based upon any change in circumstances or facts uncovered during this process, we would modify our audit program, as necessary.

### Reporting Phase

After completion of the testing phase, we will compile our results and schedule an exit conference with all relevant personnel. The goal of this conference is to provide Management and staff a final opportunity to clarify and provide additional supporting documentation, when applicable, to clarify any issues noted during our testing phase. After the exit conference, we will prepare and issue a draft report, consistent with the reporting requirements for performance audits included in the latest version of the *Yellow Book*. The draft report will include a section for Management comments, which we would expect appropriate City Management personnel would complete. After receiving Management’s comments on the draft report, we will incorporate such comments, as appropriate, and issue a final report. The ultimate goal is to ensure that our reports are accurate and that all possible information has been identified and evaluated before we issue any final reports. The final report would then be presented to the City Commission.

## Project Organization and Management

### Project Organization

Upon final approval of the Commission of the audit plan as your internal auditors, we will manage each engagement fully. This includes the planning and supervision of staff. We will work with management and City staff to coordinate the internal audits in an effort to minimize the impact to the City’s daily activities while accomplishing the goals of the audit. We will work with staff, then management, if necessary to iron out any details and obtain the required support to accomplish our goal. Should this process result in delays beyond the plan audit schedule we would then inform the Commission of any hurdles that may arise. If a particular engagement should extend over a significant period of time, we would incorporate interim updates to the Commission on the status of the audit either with the presentation of a completed audit or at some other regularly scheduled meeting.

All projects will be organized to ensure compliance with any applicable attestation standards.

## Type/Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures are utilized in the planning, substantive testing, and wrap-up phases of all audits. The extent to which they are utilized is dependent on our assessment of where the significant audit risks are. In the planning stage, analytical testing is used as one of many methods to determine “what has happened” during the audit period. Generally, we will utilize comparisons to prior-year activities. In addition, to make the information useful in the planning stages, we implement this process on the financial statement level to give us an overall assessment of changes that have occurred. During the substantive testing phase of the engagement, we generally utilize analytical procedures on revenue and expenditure/expense accounts, including, when appropriate, comparisons to prior year, as well as to budget. We utilize analytical procedures, when reasonable, to compare to operational information. For example, comparing water production to related revenues and expenses with direct or inverse relationships. The full extent to which analytical procedures are utilized is based on the auditor’s professional judgment and the overall risk assessment results.

Substantive procedures include records examination (inspection), confirmation, observation, verification, inquiry, and analytical procedures, all of which have been previously presented. The extent to which any procedure is utilized is determined based on the auditor’s evaluation of the account balance or transaction being evaluated. The best method utilized is dependent on the auditor’s risk assessment of the specific accounting or reporting issue at hand. Which procedures are utilized is carefully evaluated throughout the audit process and often more than one of these procedures is implemented. In all cases, the audit team discusses the approach to be taken and evaluates this decision during the audit process to ensure that the testing performed will provide a reasonable basis for the auditor’s conclusions.

### **Approach to be taken to Gain and Document an Understanding of the City’s Internal Control Structure**

Audit standards require us to gain an understanding of the City, its environment, and its internal controls in order for us to properly plan our audit to address audit risk at the financial statement assertion level.

The objective in gaining this understanding is to identify areas of risk, consider factors that affect the risk area, and design tests of controls, when applicable, as well as substantive procedures. We anticipate evaluation of controls over the following significant areas:

The objective in gaining this understanding is to identify areas of risk, consider factors that affect the risk area, and design tests of controls, when applicable, as well as substantive procedures. We anticipate evaluation of controls over the following significant areas:

- Cash and investments
- Accounts and grants receivable
- Capital assets
- Payables and accrued liabilities
- Monitoring and risk assessment on an entity-wide level
- Other areas will be evaluated, as deemed necessary
- Debt
- Financial reporting
- Grants
- Pensions and OPEB
- Cash receipts
- Cash disbursements
- Payroll

Procedures performed in our initial assessment will include examination of the applicable documentation (including policies and procedures), contracts, debt agreements, and other documentation necessary to gain an understanding of the significant accounting and reporting controls in place, as well as our expectations of what controls should be in place. Once an understanding has been gained, we will perform walkthroughs of the controls documented and make inquiries of staff.

The scope of testing performed on controls will be determined based on our evaluation of both inherent and control risk. The results of our assessment will determine the extent to which we will test controls, as well as the nature, timing, and extent of substantive audit procedures to be performed.



## Approach to Determine Laws and Regulations to be Subject to Audit Test Work

A key component in auditing any governmental entity is to determine those laws, regulations, and contracts that have a significant impact on the City operations. Our audit approach in this area involves the following:

- Review of enabling legislation
- Review of prior financial statements
- Inquiry of management and staff
- Review of federal and state laws
- Review of grant agreements
- Review of contracts and other agreements

Once significant laws and regulations that affect the City have been identified, we will develop compliance testing to ensure that we address these issues.

Areas currently identified as significant compliance areas are as follows:

- Debt covenants
- City's investment policy
- Pension plan requirements
- Other significant agreements
- Federal and state grants
- Federal tax and wage reporting

### ***Responsibilities of Proposer Staff***

Overall responsibility to ensure that the annual audit plan and each individual audit is completed to the satisfaction of the Commission lies with the engagement shareholder, **Bill Blend**. Bill will, as necessary, assign the other team members various responsibilities based upon the skillset(s) required to accomplish the individual internal audit objectives. At no time will the City Commission, City Management or staff be responsible for the internal audit staff. As documented in staff resumes, we are assigning only our most experienced and professional staff to this engagement. Each member of your internal audit team will know their responsibilities and ensure they perform the service to the City in the highest professional manner.

### ***Involvement of City Commission, Management and Staff***

The involvement of the City Commission will be concentrated in the areas as touched on above - the risk assessment process at which time each Commissioner will be asked for their input and during the Commission workshop to finalize the internal audit plan. Beyond that, the Commission would be notified should any significant matters arise which would need to be brought to their attention and, finally, during the presentation of the audit results.

The involvement of City Management and Staff will vary depending on the area being audited. We would expect that, as applicable, they will provide us with all of the appropriate documents for us to properly complete our procedures. We are fully paperless in our audit environment and, therefore, electronic copies of documents, schedules, memos, and other relevant documents will be requested. If it is not possible to obtain documentation in an electronic format, then paper copies will be acceptable.

Our goal will be to minimize interruptions in your management and staff's daily work environment, while ensuring that we complete the audit objectives. Therefore, as much as possible, we will schedule meetings around staff and Management's schedules. However, sometimes the objective of the procedure will include an aspect of unpredictability, as in the case of surprise cash counts. These types of activities will be limited to only those that require no advance notice to ensure best results. In all cases, we will provide a request list in advance to ensure that staff has ample time to gather data with minimal work interruption.

### Ability to Complete Project on Time

We are committed to meeting the audit timeline detailed in the RFP. We have sufficient staff experienced in governmental auditing to meet the City's timelines. Our Firm's policy is to review current workloads and staffing prior to responding to any RFP. The bottom line is that we would not have responded to your RFP if we did not have the staffing and resources to fully comply with the City's needs.

Your engagement shareholders, managers and staff will be available to meet with the City's Council Member, Administration and City staff on any material matters that could affect the financial position or results of operations.

To ensure the Firm will provide optimum service to clients, we must demonstrate that we have the skills to perform the work and the capacity to properly staff the engagement. The Governmental Practice Group (GPG) has 31 trained auditors that are qualified to work on governmental audit engagements. The GPG has firm claim on available governmental auditors when new clients are added. **Based on our analysis, we have ample capacity to add City of Cooper City as a client.** We believe the proposal demonstrates our qualifications.

### Exceptions to the Terms of Solicitation

MSL has no exceptions to the terms of solicitation.

# Section 3 – Firm Qualifications and Experience

## Firm Overview

MSL is a Florida corporation that has been in continuous business for more than 45 years and has grown to be one of the largest independently owned and operated firms of certified public accountants in the state.

We currently serve a substantial number of governmental entities throughout the state. In fact, we have one of the largest governmental practices in the state of Florida. Many of our shareholders are nationally recognized specialists in their field of practice. The Firm and all of its CPAs are actively involved with the Florida Institute for Certified Public Accountants (FICPA) and American Institute of Certified Public Accounting (AICPA), as well as the Private Companies Practice Section of the AICPA. Members of our Governmental Practice Group (GPG) are involved with the AICPA’s Governmental Audit Quality Center (AICPA GAQC).

In past years, many large, local, and Florida regional firms have been acquired by conglomerates penetrating the Florida market. Unlike these firms, we do not refer to Florida as a “market;” we refer to Florida as our home. A unique characteristic about our Firm is that over 80% of our clients are governmental or healthcare. These two sectors have been the most stable during any economic cycle. That has provided stability and strength to our Firm. We believe that by staying independent of larger firms, we can provide high-quality, personalized service from our local Florida offices.

While we consider ourselves an independent statewide firm, MSL is also associated with Moore North America and Moore Global for the purposes of obtaining national or international resources when necessary. We currently serve clients in more than 20 states and eight countries.



Being a member of Moore North America gives MSL immediate access to the expertise, business, and geographic presence of trusted member firms throughout the U.S. There are 27 U.S. accounting firms in over 120 cities with over 150 offices. Total fee income for Moore North America is approximately \$1.03 billion.

## Size of Firm and Governmental Practice Group (GPG)

MSL has approximately 100 employees located within our four offices in Florida. MSL’s Governmental Practice Group (GPG) includes 31 dedicated individuals. This total includes three Shareholders, three Managers, one Supervisor, and fifteen Seniors and Staff. In addition, the GPG utilizes three IT Specialists and is supported by six Administrative Support personnel.

MSL Staffing	Firm	GPG
Shareholders	13	3
Directors	2	-
Managers	16	3
Supervisors	3	1
Seniors & Staff	35	15
IT Specialists	4	3
Support Staff	21	6
<b>Total</b>	<b>94</b>	<b>31</b>

## Philosophy on Staff Retention

It has always been in the best interest of MSL and our clients to have staff return to an engagement. We recognize the importance of continuity to both the efficiency and effectiveness of the audit. We will strive to provide you continuity of staffing. Our turnover is significantly lower than average for firms our size.

There is nothing more disruptive to clients than to have different staff assigned to an engagement from one year to the next. We will commit the same staff to your engagement from year-to-year. We cannot guarantee that team members will not leave the Firm, but we can tell you that our Firm has very low turnover rates. Many of our staff came to our Firm because of the strength of our governmental and not-for-profit practices. We consider our staff to be our most important resource. **MSL’s average staff tenure is 12.5 years, and 25% of our staff have been with MSL for more than 10 years.**

Staffing continuity is a very important aspect of our attestation practice. We strive to keep staff turnover as low as possible, in part, by the following areas of emphasis:

- Commitment to hiring quality staff to serve our clients starts at the top. Our shareholder group is very active in our staff recruitment and retention program.
- Education of our staff. We place the highest regard on training our staff and helping them excel in their careers. The size of our Firm provides the ability to move up, while not feeling lost in a big corporate environment.
- We have won the “Best Places to Work” award for over 10 years.

The audit team for this engagement has decades of experience in serving governmental clients. Most of this experience has been with MSL. We recognize that staff continuity keeps disruptions to your daily operations to a minimum. In addition, it allows us to continue to provide high-quality, efficient service when the individuals who work with you directly continue to be involved with your engagement for many years.

## Service Experience

MSL is committed to the governmental sector. Our governmental practice accounts for a significant portion of our Firm’s revenues. Governmental work is not filler work at MSL. **Members of this group dedicate 90% of their time working with governmental clients.** MSL’s GPG has experienced significant growth locally and statewide. **Currently, MSL provides auditing services to approximately 48 governmental clients.**

**We currently provide auditing services to the following entities:**

- **18 Florida municipalities**
- **9 Florida school districts**
- **6 Florida counties**
- **15 Special districts and authorities**

We have also provided a variety of services to governmental entities related to risk assessment for internal controls, fraud litigation, efficiency and cost studies, and policy reviews and monitoring.

Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>Municipalities</b>				
<b>City of Altamonte Springs</b> 610 hours	Audit	2005 - Current	Mark DeBord Finance Director <a href="mailto:mbdebord@altamonte.org">mbdebord@altamonte.org</a>	225 Newburyport Avenue Altamonte Springs, FL 32701 P: (407) 571-8093 F: (407) 571-8082
<b>City of Apopka</b> 550 hours	Audit	2014 - 2019	Jamie Roberson Finance Director <a href="mailto:jroberson@apopka.net">jroberson@apopka.net</a>	120 E. Main Street Apopka, FL 32703 P: (407) 703-1601 F: (407) 703-1723
<b>City of Casselberry</b> 570 hours	Audit	2006 - Current	Carol Conroy Finance Director <a href="mailto:cconroy@casselberry.org">cconroy@casselberry.org</a>	95 Triplet Lake Drive Casselberry, FL 32707 P: (407) 262-7700 F: (407) 262-7746
<b>City of Cocoa</b> 680 hours	Audit	2018 - Current	Rebecca Bowman Finance Director <a href="mailto:rbowman@cocoafl.org">rbowman@cocoafl.org</a>	65 Stone Street Cocoa, FL 32922 P: (321) 433-8600 F: n/a
<b>City of Cocoa Beach</b> 720 hours	Audit	2005 - Current	Eileen Clark Finance Director <a href="mailto:eclark@cityofcocoabeach.com">eclark@cityofcocoabeach.com</a>	2 South Orlando Avenue Cocoa Beach, FL 32932 P: (321) 868-3207 F: (321) 868-3268
<b>City of Dunedin</b> 550 hours	Audit	2013 - Current	Les Tyler Finance Director <a href="mailto:lyler@dunedinfl.net">lyler@dunedinfl.net</a>	750 Milwaukee Avenue Dunedin, FL 34698 P: (727) 298-3060 F: (727) 298-3067
<b>City of Fort Lauderdale</b> 150 hours	Single Audit	2012 - 2015	Linda Logan-Short Controller <a href="mailto:llogan-short@fortlauderdale.gov">llogan-short@fortlauderdale.gov</a>	100 N. Andrews Avenue Fort Lauderdale, FL 33301 P: (954) 828-5627 F: (954) 828-5168
<b>City of Indian Rocks Beach</b> 280 hours	Audit	2006 - Current	Dan Carpenter Finance Director <a href="mailto:dcarpenter@irbcity.com">dcarpenter@irbcity.com</a>	1507 Bay Palm Boulevard Indian Rocks Beach, FL 33785 P: (727) 517-0204 F: (727) 595-4627
<b>City of Leesburg</b> 680 hours	Audit	2010 - Current	James Williams Finance Director <a href="mailto:james.williams@leesburgflorida.gov">james.williams@leesburgflorida.gov</a>	501 W. Meadow Street Leesburg, FL 34748 P: (352) 728-9715 F: n/a
<b>City of Orlando</b> 1,930 hours	Audit	2013 - Current	Michelle McCrimmon, Deputy Chief Financial Officer <a href="mailto:michelle.mccrimmon@cityoforlando.gov">michelle.mccrimmon@cityoforlando.gov</a>	400 S. Orange Avenue Orlando, FL 32802 P: (407) 246-2165 F: (407) 246-2707
<b>City of Palm Bay</b> 670 hours	Audit	2010 - 2013; 2018 - Current	Yvonne McDonald Finance Director <a href="mailto:mcdony@palmbayflorida.org">mcdony@palmbayflorida.org</a>	120 Malabar Road, SE Palm Bay, FL 32907 P: (321) 952-3418 F: n/a
<b>City of Pembroke Pines</b> 2,500 hours	Commission Auditor	2010 - Current	Aner Gonzales Asst. City Manager <a href="mailto:agonzalez@ppines.com">agonzalez@ppines.com</a>	10100 Pines Boulevard Pembroke Pines, FL 33026 P: (954) 435-6500 F: n/a

Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>Municipalities (Continued)</b>				
<b>City of Sanford</b> 720 hours	Audit	2008 - Current	Cynthia Lindsay Director of Finance <a href="mailto:lindsayc@sanfordfl.gov">lindsayc@sanfordfl.gov</a>	300 N. Park Avenue Sanford, FL 32771 P: (407) 688-5026 F: (407) 330-5666
<b>City of Stuart</b> 210 hours	Audit	2016 - Current	Louis J. Boglioli III Finance Director <a href="mailto:jboglioli@ci.stuart.fl.su">jboglioli@ci.stuart.fl.su</a>	121 SW Flagler Avenue Stuart, FL 34994 P: (772)-288-5324 F: n/a
<b>City of Sunny Isles Beach</b> 450 hours	Audit	2016 - Current	Tiffany Neely Finance Director <a href="mailto:tneely@sibfl.net">tneely@sibfl.net</a>	18070 Collins Avenue Sunny Isles Beach, FL 33160 P: (305) 792-1805 F: (305) 792-1639
<b>City of Tallahassee</b> 1,700 hours	Audit	2019 - Current	Patrick Twyman, Director of Financial Services <a href="mailto:Patrick.twyman@talgov.com">Patrick.twyman@talgov.com</a>	300 S. Adams Street Tallahassee, FL 32301 P: (850) 891-8868 F: (850) 891-8109
<b>City of Tarpon Springs</b> 450 hours	Audit	2015 - 2019	Ron Harring Finance Director <a href="mailto:rharring@ctsfl.us">rharring@ctsfl.us</a>	324 E. Pine Street Tarpon Springs, FL 34689 P: (727) 942-5612 F: (727) 942-5637
<b>City of Temple Terrace</b> 480 hours	Audit	2015 - Current	Lynda Boswell Finance Director <a href="mailto:lboswell@templeterrace.com">lboswell@templeterrace.com</a>	11250 N. 56 <sup>th</sup> Street Temple Terrace, FL 33617 P: (813) 506-6412 F: (813) 506-6411
<b>City of Venice</b> 610 hours	Audit	2011 - Current	Linda Senne Finance Director <a href="mailto:LSenne@venicegov.com">LSenne@venicegov.com</a>	401 West Venice Avenue Venice, FL 34285 P: (941) 486-2626 F: (941) 486-2790
<b>City of Winter Park</b> 620 hours	Audit	2013 - Current	Wes Hamil Finance Director <a href="mailto:whamil@cityofwinterpark.org">whamil@cityofwinterpark.org</a>	401 Park Avenue South Winter Park, FL 32789 P: (407) 599-3381 F: (407) 691-6732
<b>Special Districts and Authorities</b>				
<b>Barefoot Bay Recreation District</b> 220 hours	Audit	2006 - Current	Charles Henley Finance Director <a href="mailto:charleshenley@bbrd.org">charleshenley@bbrd.org</a>	625 Barefoot Boulevard Barefoot Bay, FL 32976 P: (772) 664-3141 F: (772) 664-1928
<b>Central Florida Expressway Authority</b> 810 hours	Audit	2012 - Current	Lisa Lumbar CFO <a href="mailto:lisa.lumbar@cfxway.com">lisa.lumbar@cfxway.com</a>	4974 ORL Tower Road Orlando, FL 32807 P: (407) 690-5323 F: (407) 690-5031
<b>East Central Florida Regional Planning Council</b> 120 hours	Audit	2005 - Current	Julie Bowes, Finance Manager <a href="mailto:jbowes@ecfrpc.org">jbowes@ecfrpc.org</a>	455 N. Garland Avenue Suite 414 Orlando, FL 32801 P: (407) 262-7772 F: (407) 245-0285
<b>Early Learning Coalition of Flagler &amp; Volusia County</b> 250 hours	Audit	2010 - 2017	DJ Lebo, Executive Director <a href="mailto:djlebo@elcfv.org">djlebo@elcfv.org</a>	135 Executive Circle Suite 100 Daytona Beach, FL 32114 P: (386) 323-2400 F: (386-323-2432

Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>Special Districts and Authorities (Continued)</b>				
<b>Early Learning Coalition of Hillsborough County</b> 230 hours	Audit	2014 - Current	Steve Costner, Finance Director <a href="mailto:scostner@elchc.org">scostner@elchc.org</a>	6302 E. Martin Luther King, Jr. Boulevard., Suite 100 Tampa, FL 33619 P: (813) 435-2340 F: (813) 435-2299
<b>Greater Orlando Aviation Authority</b> 2,280 hours	Audit Quarterly Reviews Hotel Audit	2015 - Current	Kathleen Sharman CFO <a href="mailto:kathleen.sharman@goaa.org">kathleen.sharman@goaa.org</a>	One Jeff Fuqua Boulevard Orlando, FL 32827 P: (407) 825-2001 F: (407) 825-2526
<b>Lake Apopka Natural Gas District</b> 270 hours	Audit	2016 - Current	Clifton Addison, CFO <a href="mailto:caddison@landgd.org">caddison@landgd.org</a>	1320 Garden-Vineland Road Winter Garden, FL 314787 P: (407) 614-5778 F: (407) 656-9371
<b>Lake Sumter Metropolitan Planning Organization</b> 150 hours	Audit	2013 - Current	Michael Woods Executive Director <a href="mailto:mwoods@lakesumtermpo.com">mwoods@lakesumtermpo.com</a>	225 W. Guava Street Suite 211 Lady Lake, FL 32159 P: (407) 315-0170 F: (352) 315-0993
<b>MetroPlan Orlando</b> 260 hours	Audit	2005 - Current	Jason Loschiavo Dir. of Finance & Admin. <a href="mailto:jloschiavo@metroplanorlando.com">jloschiavo@metroplanorlando.com</a>	250 S. Orange Avenue Suite 200 Orlando, FL 32801 P: (407) 481-5672 F: (407) 481-5680
<b>Miami-Dade Expressway Authority</b> 640 hours	Audit	2011 - Current	Marie Schafer Chief Financial Officer <a href="mailto:mschafer@mdxway.com">mschafer@mdxway.com</a>	3790 N.W. 21 <sup>st</sup> Street Miami, FL 33142 P: (305) 637-3277 F: n/a
<b>Naples Airport Authority</b> 420 hours	Audit	2017 - Current	Ken Warriner Director of Finance <a href="mailto:kwarriner@flynaples.com">kwarriner@flynaples.com</a>	160 Aviation Drive North Naples, FL 34104 P: (239) 643-0733 F: n/a
<b>North Brevard Hospital District/Parrish Medical</b> 1,300 hours	Audit	2008 - Current	Tim Skeldon, Executive Vice President Corporate Finance/CFO <a href="mailto:tim.skeldon@parrishmed.com">tim.skeldon@parrishmed.com</a>	951 North Washington Avenue Titusville, FL 32796 P: (321) 268-6333 F: (321) 268-6231
<b>Osceola Heritage Park</b> 190 hours	Audit	2006 - Current	Mary Burd Director of Finance <a href="mailto:maburd@ohpark.com">maburd@ohpark.com</a>	1875 Silverspur Lane Kissimmee, FL 34744 P: (321) 697-3340 F: (321) 697-3334
<b>Sanford Airport Authority</b> 340 hours	Audit	2014 - Current	Don Poore Chief Financial Officer <a href="mailto:dpoore@osaa.net">dpoore@osaa.net</a>	1200 Red Cleveland Boulevard Sanford, FL 32773 P: (407) 585-4018 F: (407) 585-4019
<b>Toho Water Authority</b> 470 hours	Audit	2005 - Current	Rodney Henderson Business Services Mgr. <a href="mailto:rhenderson@tohowater.com">rhenderson@tohowater.com</a>	951 Martin Luther King Jr. Blvd. Kissimmee, FL 34741 P: (407) 944-5135 F: (407) 847-7945

Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>School Districts</b>				
<b>Brevard County</b> 1,400 hours	Audit	2014 - Current	JoAnn Clark Director of Accounting Services <a href="mailto:clark.joann@brevardschools.org">clark.joann@brevardschools.org</a>	2700 Judge Fran Jamieson Way Viera, FL 32940 P: (321) 633-1000 F: (321) 633-3680
<b>Broward County</b> 1,250 hours	Audit	2007 - 2011; 2017 - Current	Erum Motiwala Dir. of Financial Reporting <a href="mailto:erum.motiwala@browardschools.com">erum.motiwala@browardschools.com</a>	600 Southeast Third Avenue 8 <sup>th</sup> Floor Fort Lauderdale, FL 33301 P: (754) 321-2276 F: n/a
<b>Duval County</b> 1,750 hours	Audit	2020 - Current	Michelle Begley, CFO <a href="mailto:begleym@duvalschools.org">begleym@duvalschools.org</a>	1701 Prudential Drive Jacksonville, FL 32207 P: (904) 390-2972 F: n/a
<b>Escambia County</b> 950 hours	Audit	2012 - Current	Terry St. Cyr Asst Supt for Finance & Bus Svcs <a href="mailto:TSTCyr@escambia.k12.fl.us">TSTCyr@escambia.k12.fl.us</a>	75 North Pace Boulevard Pensacola, FL 32505 P: (850) 469-6122 F: (850) 469-6266
<b>Lee County</b> 830 hours	Audit	2016 - Current	Michael Gatewood, Director of Finance Services <a href="mailto:MichaelLG@leeschools.net">MichaelLG@leeschools.net</a>	2855 Colonial Boulevard Ft. Myers, FL 33966 P: (239) 337-8229 F: n/a
<b>Manatee County</b> 530 hours	Audit/ Internal Accounts Audit	2014 - 2019	Tammy Taylor Finance Director <a href="mailto:taylort@manateeschools.net">taylort@manateeschools.net</a>	215 Manatee Avenue West Bradenton, FL 34205 P: (941) 708-8770, ext 2111 F: n/a
<b>Osceola County</b> 830 hours	Audit	2012 - Current	Sarah Graber, CFO <a href="mailto:Sarah.Graber@osceolaschools.net">Sarah.Graber@osceolaschools.net</a>	817 Bill Beck Boulevard Kissimmee, FL 34744 P: (407) 870-4829 F: n/a
<b>Seminole County</b> 850 hours	Audit	2010 - 2019	Carrie Chambers, Finance Director <a href="mailto:chambecz@scps.k12.fl.us">chambecz@scps.k12.fl.us</a>	400 E. Lake Mary Boulevard Sanford, FL 32773 P: (407) 320-0050 F: (407) 320-0289
<b>Florida Virtual School</b> 450 hours	Audit	2014 - Current	Kim Poling, Senior Director, Financial & Treasury Services <a href="mailto:kpoling@flvs.net">kpoling@flvs.net</a>	2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835 P: (407) 518-3460 F: n/a
<b>Counties</b>				
<b>Citrus County</b> 1,650 hours	Audit	2010 - Current	Traci Phillips Chief of Staff <a href="mailto:tphillips@citrusclerk.org">tphillips@citrusclerk.org</a>	120 N. Montgomery Avenue Inverness, FL 34450 P: (352) 341-6461 F: (352) 341-6536
<b>Lake County</b> 1,780 hours	Audit	2006 - Current	Kristy Mullane Chief Deputy Clerk <a href="mailto:kmullane@lakecountyclerk.org">kmullane@lakecountyclerk.org</a>	315 W. Main Street Tavares, FL 32778 P: (352) 343-9839 F: (352) 343-9638
<b>Martin County</b> 2,490 hours	Audit	2018 - Current	Sandra Smith Director of Finance-Clerk <a href="mailto:ssmith@martinclerk.com">ssmith@martinclerk.com</a>	100 SE Ocean Boulevard Stuart, FL 34994 P: (772) 288-5716 F: (772) 288-5714



Client Name Number of Hours	Services Performed	Years of Audit	Contact Name Title Email	Address Phone Fax
<b>Counties (Continued)</b>				
<b>Osceola County</b> 2,620 hours	Audit	2008 - Current	Amanda Clavijo Comptroller <a href="mailto:amanda.clavijo@osceola.org">amanda.clavijo@osceola.org</a>	1 Courthouse Square Suite 2100 Kissimmee, FL 34741 P: (407) 742-1700 F: (407) 343-2750
<b>Seminole County</b> 2,460 hours	Audit	2000 - Current	Jenny Spencer Finance Director <a href="mailto:jspencer@seminoleclerk.org">jspencer@seminoleclerk.org</a>	1101 East First Street Sanford, FL 32771 P: (407) 665-7665 F: (407) 302-0515
<b>Volusia County - Clerk of the Circuit Court</b> 240 hours	Audit	2005 - Current	Jolie Kelly Director. of Fiscal Operations <a href="mailto:jkelly@clerk.org">jkelly@clerk.org</a>	101 N. Alabama Avenue, C255 DeLand, FL 32721 P: (386) 736-5933 F: (386) 822-5072

MSL has been the City of Pembroke Pines, FL Commission Auditor since 2012. During that time, we have issued over 70 internal audit reports, with over 230 recommendations made to the City to enhance revenue, increase strength of its internal controls and to ensure compliance with City policies and federal, state, and county regulations. Some key projects are listed below. We have helped the Commission and City management address and resolve over 190 of our recommendations as of 2020.

**Listing of Recent Projects with Internal Control, Forensic and Operational Efficiencies**

**City of Pembroke Pines –  
Commission Auditor**

Local Business Tax Receipts (Operational and Internal Control audit) – results increased revenue in this area by approximately \$66,000

Fuel Usage (Operational and Internal Control audit) – results increased revenue in this area by approximately \$7,000

Information Technology (Internal Control and Monitoring) – review internal controls over the City’s information technology environment

Telecommunication services (Operational) – results in this area potentially increased revenue by \$120,000 annually

Grants (Operational and Internal Control audit) – review the City’s grants internal controls and benchmarking

Utility Billing (Operational and Internal Control audit) – review internal controls over the City’s utility billing procedures.

Travel and Training Expenditures (Operational and Internal Control audit) – review and test internal controls over travel and training expenditures and assess reasonableness of expenditures

Investment Committee (Monitoring) – review the City’s investment committee minutes to ensure compliance over City policy and applicable Florida Statutes

Fixed Asset Control (Internal Control and Monitoring) – monitoring and test count fixed asset inventory for the City on an annual basis

**Seminole County Tax Collector**

Forensic Audit – review internal controls and assess damages resulting from alleged fraud by an ex-elected official

**References**

Below is a listing of MSL’s references similar in size and scope to the City’s request. For all clients listed below, the timelines were met.

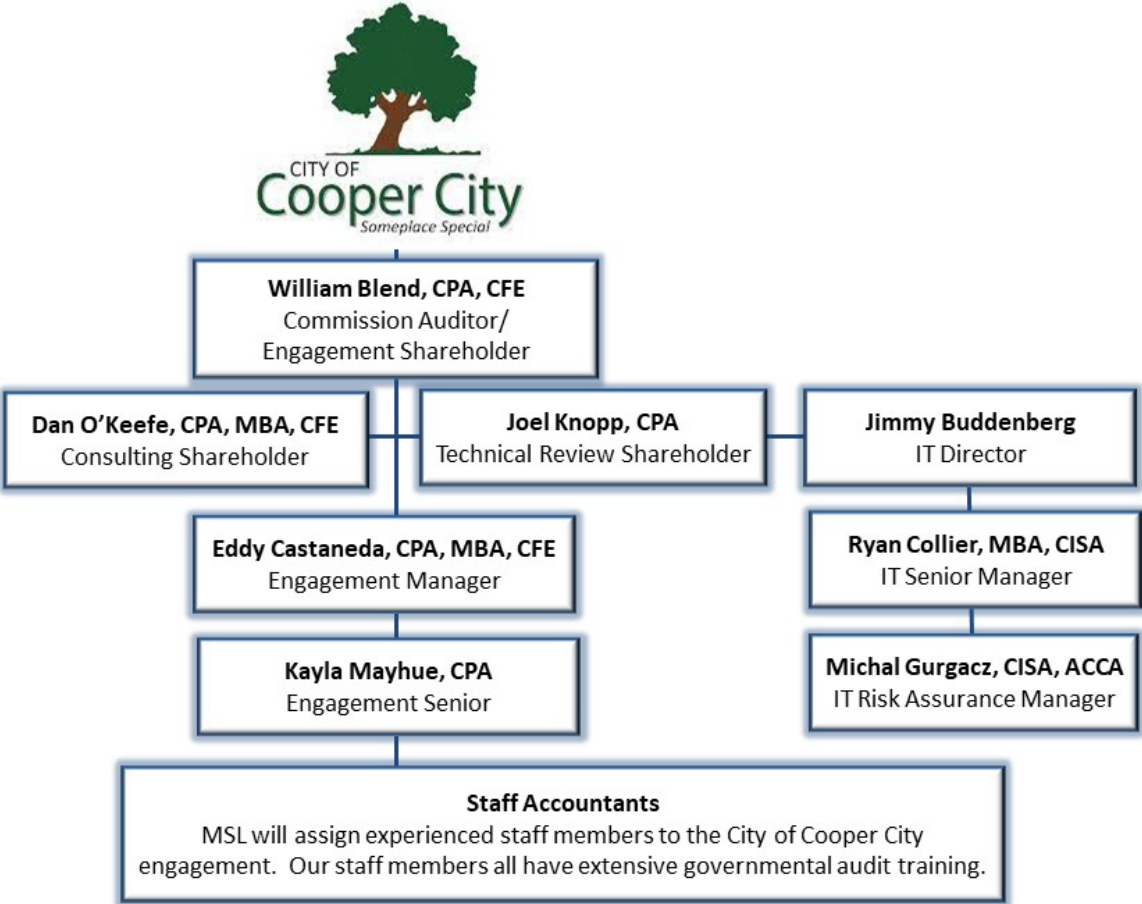
Client Name	Scope of Work Dates of Contract	Address	Contact Information
City of Pembroke Pines	Commission Auditor 2010 - Current	10100 Pines Boulevard Pembroke Pines, FL 33026 P: (954) 435-6500	<b>Aner Gonzales</b> Asst. City Manager <a href="mailto:agonzalez@ppines.com">agonzalez@ppines.com</a>
City of Cocoa	Audit 2018 - Current	65 Stone Street Cocoa, FL 32922 P: (321) 433-8600	Rebecca Bowman Finance Director <a href="mailto:rbowman@cocoafl.org">rbowman@cocoafl.org</a>
City of Orlando	Audit 2013 - Current	400 S. Orange Avenue Orlando, FL 32802 P: (407) 246-2165	<b>Michelle McCrimmon</b> Deputy Chief Financial Officer <a href="mailto:michelle.mccrimmon@cityoforlando.gov">michelle.mccrimmon@cityoforlando.gov</a>
City of Sunny Isles Beach	Audit 2016 - Current	18070 Collins Avenue Sunny Isles Beach, FL 33160 P: (305) 792-1805	Tiffany Neely Finance Director <a href="mailto:tneely@sibfl.net">tneely@sibfl.net</a>
City of Tallahassee	Audit 2019 - Current	300 S. Adams Street Tallahassee, FL 32301 P: (850) 891-8868	<b>Patrick Twyman</b> Director of Financial Services <a href="mailto:Patrick.twyman@talgov.com">Patrick.twyman@talgov.com</a>

## Letter of Recommendation

At MSL we do not solicit letters of recommendation from our clients. Firms that do this are getting letters from their best clients and certainly those that support them the most. We prefer to provide you with contacts and encourage you to contact any of our clients on our current governmental client listing. We treat all of our clients as if they are the best. To maintain high quality standards, we obtain independent surveys from our clients and collect feedback to ensure we are doing our job. We are confident this process will provide you with insight into the high-quality and responsive nature of our services.

# Section 4 – Operational Information

## A. Organization Chart



## B. Subcontractors

MSL will not be using subcontractors on this engagement.

## C. Experience, Qualifications, Ability to Meet Schedules, and Other Vital Information

We have sufficient staff experienced in governmental auditing to meet the City’s timelines. Our Firm’s policy is to review current workloads and staffing prior to responding to any RFP. The bottom-line is that we would not have responded to the City’s RFP if we did not have the staffing and resources to fully comply with the City’s needs.

We are assigning to your audit the project management team listed in the organization chart. All of these team members have spent the majority of their professional careers providing auditing and consulting services for Florida governments. Supporting this team is our large dedicated GPG staff pool which ensures that all team members assigned to your engagement have experience in auditing Florida governments.

Your governmental audit team is highly experienced in auditing Florida municipalities. **Bill Blend**, your Commission Auditor/Engagement Shareholder, has over 25 years of governmental auditing, accounting, and consulting experience in Florida. **Bill** serves on the Technical Accounting and Auditing Committees for both the FICPA and FGFOA. **Joel Knopp**, your Technical Review Shareholder, has over 20 years of governmental auditing, accounting, and consulting experience. **Joel** serves on the State and Local Government Committee for the FICPA. **Dan O’Keefe**, your Consulting Shareholder, has over 40 years of governmental auditing, accounting, and consulting experience. **Dan** is regarded as one of the most experienced governmental auditors in the state of Florida. **Eddy Castaneda**, your Engagement Manager, has over 13 years of public accounting experience, including performing external and internal audits, examinations, reviews, and compliance work for governmental and not-for-profit entities.

**Your engagement team has almost 100 years of combined experience providing auditing, accounting, and consulting services.** As a result of this collective knowledge and experience, your team is uniquely suited to provide you with the highest quality auditing services. We guarantee that all members of your team have Florida **municipality** experience. You will not need to train our staff.

All of our professional staff, including the auditor in charge of your engagement, meet the educational requirements set forth under Florida Statutes. Specific details of relevant continuing professional education and local governmental audit experience are found in each staff member’s résumé. All members of your audit team, including staff, have received training for ethics, as our Firm provides this training in-house. **Bill Blend** teaches the FICPA required *Ethics for Governmental CPAs in Florida* on an annual basis.

MSL and all assigned key professional staff are properly registered and licensed to practice in the state of Florida. In addition, our Firm and all assigned key personnel are in good standing with the Florida Board of Accountancy (FBOA).

MSL does not have a formal policy requiring staff rotation on engagements. We believe, and various studies have shown, that staff continuity benefits the audit process due to the acquired knowledge of clients and their operations. However, we respect the concerns that the public has on this issue and, if requested, the size of our GPG enables us to rotate an experienced governmental audit team during the course of the City’s contract, should the City request it. This is another factor that separates us from our competitors that do not have a dedicated GPG.

**Bill Blend – Commission Auditor/Engagement Shareholder** –single contact responsible for all services under the project. He is responsible for all aspects of the audit and he will meet with City governance and management.

**Joel Knopp – Technical Review Shareholder** – secondary contact to your engagement. He is fully engaged in all aspects of planning, performing, and review of audit documentation. He is responsible for the professional standard review of audit work as well as your financial statements. This role is to ensure that the audit meets MSL’s high standards of audit quality.

**Dan O’Keefe – Consulting Shareholder** – provides technical assistance on high-level accounting areas as needed. Dan is currently serving as the Commission Auditor for the City of Pembroke Pines

**Eddy Castaneda – Engagement Manager** – plans, manages, and supervises the execution of the audit; works with supervisors, seniors, and staff to address all aspects of audit work; researches and advises on accounting issues. Eddy is also the second point of contact on this engagement.

**Kayla Mayhue – Engagement Senior** – responsible for overseeing staff and ensuring audit testing is being done timely. Coordinates testing results with staff and the Manager.

**Jimmy Buddenberg – IT Director** – responsible for planning all aspects of the IT assessment as well as your cybersecurity evaluation. As IT Director, he will provide technical assistance on all IT issues.

**Ryan Collier – IT Senior Manager** – plans, manages, and supervises the execution of the IT assessment.

**Michal Gurgacz – IT Risk Assurance Manager** – executes the IT assessment plan, including direct communication with appropriate City IT personnel as identified by you. This includes reviewing results of our IT and cybersecurity assessments and working with your engagement Shareholder to ensure that the related results are properly communicated.

## D. Résumés

### William Blend, CPA, CFE

Commission Auditor/Engagement Shareholder

#### Education and Certifications

- B.S. Degree in Accounting, Long Island University
- C.P.A., Certified Public Accountant - Florida
- C.F.E., Certified Fraud Examiner

#### Professional Memberships and Affiliations

- AICPA
- FICPA
- Florida Government Finance Officers Association (FGFOA)
- FGFOA Conference Committee
- FGFOA Technical Committee
- Instructor for the FGFOA and develops and teaches Firm auditing classes
- FICPA Instructor - Ethics for Governmental CPAs in Florida
- FICPA Technical Committee
- Association of Certified Fraud Examiners (ACFE)
- FICPA State and Local Government Section
- FICPA Compliance Practice Aid Team Member
- FICPA High School Coordinator for Seminole County
- Seminole County Chamber of Commerce Government Affairs Committee

#### Listing of Relevant CPE Courses:

MSL Annual Governmental Updates  
 Federal and State Single Audit Update (Instructor)  
 FGFOA Annual Conferences  
 Ethics for CPAs: Accounting/Auditing Emphasis (Instructor)  
 GASB Update  
 COSO and Internal Control  
 Tax-Exempt Debt/Accounting and Auditing Issues  
 The External Auditor and Fraud (Instructor)

**Background** - Bill Blend heads up the Firm’s Governmental Practice Group. Bill has over 25 years of public accounting, governmental, and not-for-profit experience. He has provided services to numerous municipalities, counties, and other governmental entities.

**Professional Experience** - Bill has extensive experience in auditing the governmental financial operations of municipalities, counties, special districts, and authorities. He also provides consulting services in the areas of internal control assessments, litigation support, fraud remediation, and performance reviews.

He has authored numerous CPE courses on governmental accounting and auditing and has instructed CPE sponsored by the FGFOA and the FICPA. Bill is one of only a few CPAs in the state qualified by the FICPA to teach their government ethics class, and he is often sought out as a speaker around the state. He is a two-time recipient of the FICPA Outstanding Discussion Leader Award. Bill was recently appointed to the Florida Board of Accountancy.

Bill is a Certified Fraud Examiner and is trained in the use of IDEA data-mining software.

**Bill has obtained CPE in excess of 120 hours over the past three years and has met Yellow Book CPE requirements.**

**William Blend, CPA, CFE (Continued)**

Commission Auditor/Engagement Shareholder

**Governmental, educational, and other entities served include the following:**

**Counties**

- Broward\*
- Citrus\*
- Indian River\*
- Lake\*
- Martin\*
- Osceola\*
- Seminole\*
- Volusia\*

**Municipalities**

- Altamonte Springs
- Apopka\*
- Casselberry\*
- Cocoa\*
- Cocoa Beach\*
- Coral Springs\*
- Davie
- Daytona Beach\*
- DeBary\*
- Deltona\*
- Dunedin\*
- Gulfport\*
- Indian River Shores
- Indian Rocks Beach

**Municipalities (Continued)**

- Kissimmee\*
- Lake Helen
- Leesburg\*
- Maitland\*
- Mt. Dora\*
- New Smyrna Beach\*
- Oak Hill
- Orlando\*
- Palm Bay\*
- Palm Beach Gardens\*
- Pembroke Pines\*
- Palm Bay\*
- Port Orange\*
- Sanford\*
- St. Cloud\*
- Stuart
- Tampa
- Tarpon Springs\*
- Temple Terrace
- Venice\*
- Vero Beach\*
- Winter Park\*

**Educational**

- Academie DaVinci Charter School
- The Reading Edge Academy
- Florida A&M University\*
- Florida Virtual School\*
- School District of Broward County\*
- School District of Escambia County\*
- School District of Manatee County\*
- School District of Osceola County\*
- School District of Pasco County\*
- School District of Seminole County\*
- School District of Volusia County\*

**Special Districts and Authorities**

- Barefoot Bay Recreation District
- Central Florida Expressway Authority
- East Central Florida Regional Planning Council\*
- Florida Intergovernmental Finance Commission
- Greater Orlando Aviation Authority (GOAA)\*
- Hobe Sound Water Management District
- Memphis-Shelby County Airport Authority
- MetroPlan Orlando\*
- Miami-Dade Expressway Authority\*
- Naples Airport Authority
- New Smyrna Beach Utility Authority\*
- Sanford Airport Authority\*
- Toho Water Authority\*
- West Volusia Hospital Authority

**\*Indicates Single Audit included**



**Joel Knopp, CPA**

Technical Review Shareholder

**Education and Certifications**

- B.S. Degree in Accounting - Eastern University
- C.P.A., Certified Public Accountant - Florida

**Professional Memberships and Affiliations**

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- FICPA State and Local Government Committee
- Florida Government Finance Officers Association (FGFOA)
- Association of Certified Fraud Examiners (ACFE)

**Listing of Relevant CPE Courses:**

- MSL Annual Governmental Updates
- FGFOA Annual Conferences
- Federal Financial Reporting
- GASB Fiduciary Activities and Leases
- Yellow Book and Green Book
- Fraud Waste and Abuse in Government
- Ethics for CPAs: Accounting/Auditing Emphasis (Instructor)
- GASB Updates
- AICPA GAQC Annual Update Webcast
- Municipal Bankruptcies and Fiscal Sustainability
- Tax-Exempt Debt/Accounting and Auditing Issues
- Conducting Remote Audits in Uncertain Times

**Background** - Joel Knopp is a member of the Firm’s Governmental Practice Group. Joel has over 24 years of experience in accounting and auditing and works primarily with governmental clients.

**Professional Experience** - Joel has performed audits on over 40 governmental entities. He has substantial experience in planning, performing, supervising, reviewing, and preparing financial statements related to the audits of governmental entities and not-for-profit organizations subject to *Government Auditing Standards* and federal and state Single Audit requirements.

Joel’s previous experience includes work as an audit director for a CPA firm in Virginia, where he managed numerous audits of Virginia local governmental agencies and municipalities. Joel also has extensive experience providing tax consulting and preparation services at the federal and state levels for businesses, not-for-profit organizations, and individuals.

**Joel has obtained CPE in excess of 120 hours over the past three years and has met Yellow Book CPE requirements.**

**Joel Knopp, CPA (Continued)**  
Technical Review Shareholder

**Governmental, educational, and other entities served include the following:**

**Counties**

- Broward\*
- Citrus\*
- Lake\*
- Hernando\*
- Martin\*
- Osceola\*
- Seminole\*
- St. Johns
- Volusia Clerk of Circuit Court
- Northampton (VA)\*

**Municipalities**

- Altamonte Springs\*
- Apopka\*
- Casselberry\*
- Cocoa\*
- Cocoa Beach\*
- Dunedin\*
- Gulfport\*
- Indian Rocks Beach
- Kissimmee\*
- Leesburg\*
- Orlando\*
- Palm Bay\*
- Sanford\*
- Sunny Isles Beach
- Tallahassee\*
- Tampa\*
- Tarpon Springs\*
- Temple Terrace
- Venice\*
- Winter Park\*
- Staunton (VA)\*
- Town of Iron Gate (VA)
- Waynesboro (VA)\*
- Winchester (VA)\*

**Educational**

- School District of Brevard County\*
- School District of Duval County\*
- School District of Escambia County\*
- School District of Lee County\*
- School District of Manatee County\*
- School District of Martin County Internal Accounts
- School District of Osceola County\*
- School District of Pasco County\*
- School District of Seminole County\*
- School District of Volusia County\*
- FAU-Treasure Coast University Schools, Inc.\*
- Genesis Alternative Education Program (VA)
- Northampton County School Board (VA)
- Staunton City School Board (VA)
- Waynesboro City School Board (VA)
- Winchester City School Board (VA)

**Special Districts and Authorities**

- Barefoot Bay Recreation District
- Central Florida Expressway Authority\*
- LYNX - Central Florida Regional Transportation Authority\*
- Early Learning Coalition of Flagler/Volusia Counties, Inc.\*
- East Central Florida Regional Planning Council\*
- Greater Orlando Aviation Authority\*
- Lake County Water Authority
- Lake Soil and Water Conservation District
- Lake-Sumter Metropolitan Organization\*
- MetroPlan Orlando\*
- Miami-Dade Expressway Authority\*
- Naples Airport Authority
- Sanford Airport Authority\*
- Toho Water Authority
- Eastern Shore Community Services Board (VA)\*
- Northwestern Regional Juvenile Detention Ctr. Comm. (VA)
- Staunton Industrial Development Authority (VA)
- Valley Community Services Board (VA)\*
- Waynesboro Industrial Development Authority (VA)
- Winchester Industrial Development Authority (VA)

**\*Indicates Single Audit included**

**Daniel O’Keefe, CPA, MBA, CFE**

Consulting Shareholder

**Education and Certifications**

- M.B.A. Degree in Accounting, Florida State University
- B.S. Degree in Accounting, Canisius College, Buffalo, New York
- C.P.A., Certified Public Accountant - Florida
- C.F.E., Certified Fraud Examiner

**Professional Memberships and Affiliations**

- AICPA
- Served on the AICPA State and Local Government Expert Panel
- Member of the AICPA National State and Local Government Conference Committee
- Speaker at the AICPA National State and Local Government Accounting Conference and the National Not-for-Profit Conference
- FICPA
- Government Finance Officers Association (GFOA)
- FGFOA
- Member of the FICPA Governance Task Force
- Association of Certified Fraud Examiners (ACFE)
- UCF Accounting Advisory Board member
- Past Chairman of the Seminole State College Foundation

**Listing of Relevant CPE Courses:**

MSL Annual Governmental Updates  
 FGFOA Annual Conferences  
 COSO for State and Local Governments (Instructor)  
 GASB Pension & Financial Reporting  
 Yellow Book and Green Book  
 Fraud Waste and Abuse in Government  
 MSL Governmental Financial Accounting and Reporting  
 Case Study (Instructor)

**Dan has obtained CPE in excess of 120 hours over the past three years and has met Yellow Book CPE requirements.**

**Background** - Dan O’Keefe has over 40 years of public accounting, governmental, and not-for-profit experience. He serves on the Firm’s Board of Directors as Vice President and Corporate Secretary. He has provided services to numerous municipalities, counties, and other governmental entities, and is a nationally recognized expert in the area of governmental auditing. He is one of the most sought-after, public-sector instructors in the state.

**Professional Experience** - Dan has extensive experience auditing governmental financial operations, including services provided to 50 municipalities, 16 counties, four state agencies, and numerous special districts and authorities. He also provides consulting services in the areas of internal control assessments, litigation support, fraud remediation, and performance reviews.

Dan provides CPE services to clients, peers, and governmental agencies nationwide. He has authored numerous CPE courses on governmental accounting and auditing; instructed CPE sponsored by the AICPA and the FICPA; and previously served a four-year term on the Florida Board of Accountancy CPE Committee. He is a three-time recipient of the FICPA Outstanding Seminar Leader Award and two-time recipient of the AICPA Outstanding Instructor Award. He is an adjunct professor at the University of Central Florida and the University of West Florida. Dan is the co-author of *A State Lottery: A Challenge for Auditors*; co-author of *Auditing Budget Requirements for Florida’s Local Governments*; and author of the *1996 Single Audit Requirements*. In addition, Dan authored the *Florida Single Audit Act*.

**Daniel O’Keefe, CPA, MBA, CFE (Continued)**

Consulting Shareholder

**Governmental, educational, and other entities served include the following:**

**Counties**

- Alachua\*
- Broward\*
- Citrus\*
- Collier\*
- DeSoto\*
- Hillsborough\*
- Indian River\*
- Lake\*
- Manatee\*
- Marion\*
- Okeechobee\*
- Orange\*
- Osceola\*
- Martin\*
- Seminole\*
- Volusia\*

**Municipalities**

- Altamonte Springs
- Apopka\*
- Belle Isle
- Bradenton
- Bunnell
- Casselberry\*
- Cocoa Beach\*
- Coral Springs\*
- Crystal River
- Davie
- Daytona Beach\*
- Daytona Beach Shores
- DeBary\*
- Deltona\*
- Dunedin\*
- Green Cove Springs
- Gulfport\*
- Holly Hill
- Indian Rocks Beach
- Kissimmee\*
- Lake Mary\*

**Municipalities (Continued)**

- Leesburg\*
- Longwood
- Maitland\*
- Margate
- Mount Dora\*
- Ocala
- Orchid
- Orlando\*
- Ormond Beach
- Pahokee
- Palm Bay\*
- Palm Beach
- Palm Beach Gardens\*
- Pembroke Park
- Pembroke Pines\*
- Pomona Park
- Port Orange\*
- St. Cloud\*
- Sanford\*
- Sebring\*
- South Daytona
- Stuart
- Tamarac
- Tampa\*
- Tarpon Springs\*
- Temple Terrace
- Venice\*
- Vero Beach\*
- Wellington
- West Palm Beach
- Winter Garden
- Winter Haven
- Winter Park\*
- Winter Springs

**Other**

- Florida Lottery
- Florida Health Department
- Florida Housing Finance Agency
- Florida Department of Elder Affairs

**Special Districts and Authorities**

- Barefoot Bay Recreation District
- Central Florida Expressway Authority
- Fort Pierce Utilities Authority
- East Central Florida Regional Planning Council\*
- Greater Orlando Aviation Authority\*
- Miami-Dade Expressway Authority\*
- Memphis-Shelby County Airport Authority
- MetroPlan Orlando\*
- Naples Airport Authority
- Orange County Housing Finance Authority\*
- Orange County Library District
- Reedy Creek Improvement District
- VOTRAN\*
- Toho Water Authority\*
- West Volusia Hospital Authority

**Educational**

- Academie DaVinci Charter School
- Bethune-Cookman College\*
- Early Learning Coalition of Flagler/Volusia\*
- Florida A&M University\*
- Florida Virtual School\*
- Frank Scanga Charter School
- Futures, Inc.
- Kissimmee Charter School
- Orlando Lutheran Academy
- Reading Edge Academy
- School District of Brevard County\*
- School District of Broward County\*
- School District of Escambia County\*
- School District of Manatee County\*
- School District of Osceola County\*
- School District of Pasco County\*
- School District of Seminole County\*
- School District of Volusia County\*
- Stetson University

**\*Indicates Single Audit included**

**Eddy Castaneda, CPA, MBA, CFE**

Engagement Manager

**Education and Certifications**

- B.S. Degree in Accounting, University of Central Florida
- Masters of Business Administration in Accounting, Baker College
- C.P.A., Certified Public Accountant – Florida
- C.F.E., Certified Fraud Examiner

**Professional Memberships and Affiliations**

- Florida Government Finance Officers Association (FGFOA)
- Florida Institute of Certified Public Accountants (FICPA)
- American Institute of Certified Public Accountants (AICPA)
- Association of Certified Fraud Examiners

**Listing of Relevant CPE Courses:**

- MSL Annual Governmental Updates
- FGFOA Annual Conferences
- Ethics for CPAs: Accounting/Auditing Emphasis
- AICPA Clarity Standards
- Yellow Book
- GASB Standards Updates
- Fraud Waste and Abuse in Government
- GAQC Annual Update
- Governmental Accounting, Reporting and Auditing Seminar – Texas Tech University

**Eddy has obtained CPE in excess of 120 hours over the past three years and has met Yellow Book CPE requirements.**

**Background** - Eddy Castaneda is a member of the Firm’s Governmental Practice Group. Eddy has over 13 years of public accounting experience, including performing external and internal audits, examinations, reviews, and compliance work for governmental and not-for-profit entities. He has performed audits and consulting services on over 30 governmental entities.

**Professional Experience** - Eddy has extensive experience in planning and conducting operational and financial audits. He has helped our clients to achieve and maintain compliance with regulatory requirements and improve internal controls. Eddy also provides consulting services in the areas of internal control and operational structure for governmental entities. He also serves on the FGFOA’s School of Governmental Finance Committee and helps develop the detailed educational program on various governmental accounting topics throughout the state. Eddy is also a national speaker and has authored and taught several CPE courses throughout his career.

**Eddy Castaneda, CPA, MBA, CFE (Continued)**

Engagement Manager

**Governmental, educational, and other entities served include the following:**

**Counties**

- Citrus\*
- Lake\*
- Osceola\*
- Volusia\*

**Municipalities**

- Apopka\*
- Casselberry\*
- Cocoa\*
- Cocoa Beach\*
- Coral Springs
- Kissimmee\*
- Leesburg\*
- Mount Dora\*
- Palm Bay
- Pembroke Pines
- Sanford\*
- Stuart\*
- St. Cloud\*
- Winter Park\*

**Educational**

- Florida A&M University
- School District of Broward County\*
- Pembroke Pines Charter Schools
- School District of Volusia County\*
- School District of Escambia County\*

**Special Districts, Authorities and Associations**

- Barefoot Bay Recreation District
- Early Learning Coalition of Monroe & Volusia\*
- East Central Florida Regional Planning Council\*
- Greater Orlando Aviation Authority (GOAA)\*
- Lake-Sumter Metropolitan Planning Organization
- Lake-Sumter Emergency Medical Services
- Miami-Dade Expressway Authority\*
- MetroPlan Orlando\*
- Orlando/Orange County Convention & Visitors Bureau
- North Brevard County Hospital District\*
- Sanford Airport Authority\*
- Toho Water Authority\*

**\*Indicates Single Audit included**

**Kayla Mayhue, CPA**

Engagement Senior

**Background** – Kayla Mayhue is a member of the Firm’s Governmental Practice Group. She has five years of public accounting experience and has experience performing audits and compliance work for governmental and not-for-profit entities.

**Professional Experience** - Kayla has been involved with auditing governmental entities, not-for-profit organizations, employee benefits plan audits and for-profit entities.

**Education and Certifications**

- B.S. of Business Administration in Accounting, Grand Valley State University
- C.P.A., Certified Public Accountant – Florida

**Professional Memberships and Affiliations**

- AICPA
- FICPA
- Florida Government Finance Officers Association (FGFOA)

**Listing of Relevant CPE Courses:**

GASB Standards Updates  
 OMB Single Audit Update  
 Governmental Audit Quality Center Update  
 Annual Governmental Updates  
 Yellow Book

**Kayla has obtained CPE in excess of 80 hours over the past three years and has met Yellow Book CPE requirements.**

**Governmental entities served include the following:**

**Counties**

- Lake\*
- Martin\*

**Municipalities**

- Apopka\*
- Cocoa Beach\*
- Leesburg\*
- Sanford\*
- Tallahassee
- Winter Park\*

**Special Districts and Authorities**

- Greater Orlando Aviation Authority (GOAA)\*
- Lake County Water Authority
- Toho Water Authority\*

**Not-for-profit**

- Family Promise of Grand Rapids, MI (MI)
- Wedgwood Christian Services (MI)\*
- West Michigan Center for Arts and Technology (MI)

**Educational**

- Easter Upper Peninsula ISD (MI)
- School District of Byron Center Public Schools (MI)
- School District of Kelloggsville Public Schools (MI)
- School District of Ludington Public Schools (MI)
- School District of Rockford Public Schools (MI)
- School District of Shelby Public Schools (MI)

**\*Indicates Single Audit included**

**Jimmy Buddenberg**

IT Director

**Education and Certifications**

- B.S., Mathematics/Computer Science, magna cum laude, Muskingum University

**Professional Memberships and Affiliations**

- Member, Information Systems Audit and Control Association (ISACA)
- Member, Information Systems Security Association (ISSA)
- President, Parent Teacher Association Board
- Vice President, Homeowner’s Association Board
- Deacon, Christ Community Church Board

**Background** – Jimmy Buddenberg has more than 20 years of experience in providing high-quality IT and Security services to over 150 customers in industries, including: Retail, Manufacturing, Transportation, Technology, Media, Telecommunications, Energy, and Public Sector.

Jimmy helps clients implement security solutions critical to safeguarding their business and customers’ critical assets and data. His pragmatic approach enables clients to maximize investments, while achieving necessary regulatory compliance. Jimmy brings these vital skills and experience to the audit team’s IT assessment process.

**Previous Professional Experience** - Previously, Jimmy was a senior vice president for a \$13B global IT services company.



**Ryan T. Collier, MBA, CISA**

IT Senior Manager

**Education and Certifications**

- 2013 COSO Internal Control-Integrated Framework Certified
- Certified Information Systems Auditor (CISA)
- Certified CSF Practitioner
- Certified Hitrust Quality Professional
- M.B.A., Accounting, Rochester Institute of Technology
- B.S.B.A, Accounting, Rochester Institute of Technology

**Systems and Frameworks Experience**

- ERP/Applications:
  - SAP
  - Oracle Hyperion
  - PeopleSoft
  - JD Edwards EnterpriseOne
  - Jack Henry SilverLake
  - FIS Horizon
- OS/Databases:
  - Unix/Linux
  - AS/400
  - Windows Server
  - SQL
  - Oracle
  - DB2
- Frameworks
  - AICPA and Trust Services Categories
  - HITRUST CSF
  - COBIT
  - COSO
  - PCAOB AS-5

**Professional Memberships and Affiliations**

- Information Systems Audit and Control Association
- American Institute of Certified Public Accountants

**Background** - Ryan has more than nine years of customer-facing service specializing in the practice of planning, executing, and managing information technology and business process controls audits including SOC 1 and SOC 2 engagements and Hitrust validated assessments.

**Professional Experience** - Ryan has performed services for Fortune 150 and 500 corporations, including SOX 404 and non-accelerated filers as well as a diverse mix of small, medium, and large cap private entities.

**Michal Gurgacz, CISA, ACCA**

IT Risk Assurance Manager

**Education and Certifications**

- CISA – Certified
- ACCA, Association of Chartered Certified Accountants
- Advanced SOC for Service Organizations Certificate, AICPA
- M.A. in Financial Management – Nowy Sacz School of Business in Poland
- B.A. in Marketing and Management – Nowy Sacz School of Business in Poland

**Skills and Knowledge**

- COBIT
- ISO 27001
- NIST Cybersecurity Framework
- IFRS
- US GAAP
- Sarbanes-Oxley Act
- Basel III
- Power BI and IDEA
- Visio, VBA, advanced Excel
- SQL, SAP and Oracle
- ADA: Evaluating Websites for Accessibility

**Background** - Michal Gurgacz is a KPMG-trained auditor with over 10 years of IT, accounting and finance experience. He performs IT assessments and security reviews on MSL's clients.

**Professional Experience** - Michal has spent his accounting and IT career providing assurance and consulting services to various clients, including Fortune 500 companies. He currently leads all risk assessment and information system audits at MSL. He has planned, coordinated and executed audits of information security, information technology and business continuity in the financial, governmental and healthcare industries, investigating and developing audit solutions for unique and complex situations.

Michal also has experience with process transformation, system implementation and data migration.

**Michal Gurgacz, CISA, ACCA (Continued)**

IT Risk Assurance Manager

**Governmental, educational, and other entities served include the following:**

**Counties**

- Broward\*
- Citrus\*
- Lake\*
- Osceola\*
- Martin\*
- Seminole\*
- Volusia\*

**Educational**

- Florida Virtual School\*
- School District of Broward County\*
- School District of Escambia County\*
- School District of Manatee County\*
- School District of Osceola County\*
- School District of Seminole County\*
- School District of Volusia County\*

**Municipalities**

- Altamonte Springs
- Apopka\*
- Casselberry\*
- Cocoa\*
- Cocoa Beach\*
- Dunedin\*
- Kissimmee\*
- Leesburg\*
- Orlando\*
- Palm Bay
- Pembroke Pines
- Sanford\*
- Stuart\*
- Tarpon Springs\*
- Temple Terrace
- Venice\*
- Winter Park\*

**Special Districts, Authorities and Associations**

- Barefoot Bay Recreation District
- Central Florida Expressway Authority
- Greater Orlando Aviation Authority (GOAA)\*
- MetroPlan Orlando\*
- Miami-Dade Expressway Authority\*
- Orlando-Sanford Airport Authority\*
- North Brevard County Hospital District\*
- Toho Water Authority\*

**\*Indicates Single Audit included**

## Section 5 – Price Proposal

As instructed in the RFP, our price proposal will be submitted in a separate, sealed envelope marked “Sealed Pricing Sheet for Commission Auditor.”

## Section 6 – Required Attachments

### Attachment A – Bidder’s Contact Information

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**Attachment A**  
(Page 1 of 5)

City of Cooper City, Florida

# Proposal Form

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**COMMISSION AUDITOR**

**RFP 2021-1-COMM**

Proposal Due: Thursday, June 3, 2021, 3:00 PM EST

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For Information Contact:

Kerri Anne Fisher, Purchasing Agent  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Wednesday, April 28, 2021

Submitted by: MSL, P.A.  
(Company name)

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**Attachment A**  
(Page 2 of 5)

**Project:** COMMISSION AUDITOR  
**Contract Identification:** RFP 2021-1-COMM  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for one hundred and twenty (120) days from the date of the bid opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff  
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**Attachment A**  
(Page 3 of 5)

expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Agent, Kerri Anne Fisher. Questions must be emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, May 27, 2021 at 5:00PM,**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

✓	Proposal Form
✓	Reference Form
✓	Public Entity Crimes (PEC) Form
✓	ADA Affidavit
✓	Business Entity Affidavit
✓	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
✓	W-9, Request for Taxpayer Identification Number
✓	Proof of Workers Compensation Insurance or Exemption
✓	Proof of Liability Insurance
✓	Ownership Disclosure Affidavit
✓	Drug-Free Workplace Certificate
✓	Employee Background Verification Affidavit
✓	Scrutinized Companies Affidavit
✓	Non-Conflict of Interest Statement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**Attachment A**  
(Page 4 of 5)

**Bidder's Contact Information**

Name of Company: MSL, P.A.  
Address: 500 Broward Boulevard, Suite 1500  
Fort Lauderdale, FL 33394  
Type of Business: CPAs & Advisors  
Company's Website: www.mslicpa.com

Authorized Signatory Contact: William Blend  
Title: Shareholder  
Tel: (800) 863-5401 Mobile: (407) 920-2158  
Email Address (Required): wblend@mslicpa.com

Primary Contact: Eddy Castaneda  
Title: Manager  
Tel: (800) 863-5401 Mobile: (352) 895-6201  
Email Address (Required): ecastaneda@mslicpa.com

Additional Contact & Title: Joel Knopp  
Tel: (800) 863-5401 Mobile: (407) 715-0098  
Email Address (Required): jknopp@mslicpa.com

Remit to Address: 255 S. Orange Avenue, Suite 600  
Orlando, FL 32801  
Remit to Contact: Name: Lina Mejia Tel: (800) 683-5401  
Remit to Email: lmejia@mslicpa.com



## Attachment B – References

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

### Attachment B

### REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. THE CITY OF COOPER CITY SHALL NOT BE USED AS A CLIENT REFERENCE.

1. ENTITY/COMPANY NAME: City of Pembroke Pines  
 ADDRESS: 10100 Pines Boulevard, Pembroke Pines, FL 33026  
 CONTACT NAME: Aner Gonzales  
 CONTACT'S TITLE: Asst. City Manager  
 TELEPHONE: (954) 435-6500  
 E-MAIL (REQUIRED): agonzalez@ppines.com  
 CONTRACT PERIOD: FROM: 2010 TO: Current

2. ENTITY/COMPANY NAME: City of Orlando  
 ADDRESS: 400 S. Orange Avenue, Orlando, FL 32802  
 CONTACT NAME: Michelle McCrimmon  
 CONTACT'S TITLE: Deputy Chief Financial Officer  
 TELEPHONE: (407) 246-2165  
 E-MAIL (REQUIRED): michelle.mccrimmon@cityoforlando.gov  
 CONTRACT PERIOD: FROM: 2013 TO: Current

3. ENTITY/COMPANY NAME: City of Tallahassee  
 ADDRESS: 300 S. Adams Street, Tallahassee, FL 32301  
 CONTACT NAME: Patrick Twyman  
 CONTACT'S TITLE: Director of Financial Services  
 TELEPHONE: (850) 891-8868  
 E-MAIL (REQUIRED): Patrick.twyman@talgov.com  
 CONTRACT PERIOD: FROM: 2019 TO: Current

This page shall be completed **IN FULL** and submitted with your bid.

## Attachment C - Sworn Statement

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

### **ATTACHMENT C**

(Page 1 of 2)

### **SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: William Blend, Shareholder  
(print individual's name and title)

for: MSL, P.A.  
(print name of entity submitting sworn statement)

whose business address is: 500 E. Broward Boulevard, Suite 1550 Fort Lauderdale, FL 33394

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-3070669

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**ATTACHMENT C**  
(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

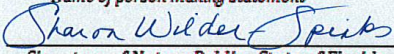
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

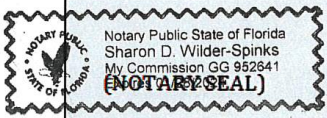
This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

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

  
Signature

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	<u>Orange</u>
Sworn to (or affirmed) and subscribed before me this <u>28</u> day of <u>May</u> , 20 <u>21</u> , by: <u>William Blend</u>	
<i>Name of person making statement</i>	
	
<i>Signature of Notary Public - State of Florida</i>	
Sharon Wilder-Spinks	
<i>Name of Notary Typed, Printed, or Stamped</i>	
Personally Known <input checked="" type="checkbox"/>	OR Produced Identification <input type="checkbox"/>
Type of Identification Produced _____	



# Attachment D – Americans With Disabilities Act (ADA)

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT D

### AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: William Blend, Shareholder  
(print individual's name and title)

for: MSL, P.A.  
(print name of entity submitting sworn statement)

whose business address is: 500 E. Broward Boulevard, Suite 1550, Fort Lauderdale, FL 33394

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-3070669  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:  
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

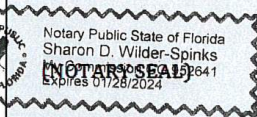
*William Blend*  
Signature

STATE: **FLORIDA**  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of  
May, 2021, by: William Blend  
Name of person making statement

*Sharon Wilder Spinks*  
Signature of Notary Public - State of Florida  
**Sharon Wilder-Spinks**  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_



# Attachment E – Business Entity Affidavit

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT E

### BUSINESS ENTITY AFFIDAVIT

I, William Blend, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

59-3070669

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

MSL, P.A.

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

<u>500 E. Broward Boulevard</u>	<u>Suite 1550</u>	<u>Fort Lauderdale</u>	<u>FL</u>
Street Address	Suite	City	State
<u>Florida</u>	<u>7/17/1986</u>		

State and Date of Incorporation:

*William Blend*  
Signature of Affiant

May 28, 2021  
Date

William Blend  
Print Name

STATE: FLORIDA  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 20 21, by: William Blend  
Name of person making statement

*Sharon Wilder-Spinks*  
Signature of Notary Public - State of Florida

Sharon Wilder-Spinks  
Name of Notary Typed, Printed, or Stamped

Notary Public State of Florida  
Sharon D. Wilder-Spinks  
My Commission # 95264  
Expires 07/29/2022  
**NOTARY SEAL**

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

## ATTACHMENT F

## Attachment F – Foreign (Non-Florida) Corporation

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
  - \_\_\_\_\_ (a) Maintaining, defending, or settling any proceedings.
  - \_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_ (c) Maintaining bank accounts.
  - \_\_\_\_\_ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_\_ (e) Selling through independent contractors.
  - \_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
  - \_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_ (i) Transacting business in interstate commerce.
  - \_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprietorship of Self Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

William Blend  
PROPOSER'S LEGAL NAME



# Attachment H – Request for Proof of Workers Compensation Insurance or Exemption

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

**Attachment H**  
**REQUEST FOR PROOF OF  
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.faja.com](http://www.faja.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf), or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/11/2021

**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).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Avenue, Suite 1350 Orlando FL 32801		<b>CONTACT</b> NAME: AJG Certificate Team PHONE (A/C, No, Ext): E-MAIL: CertRequests@ajg.com ADDRESS:		FAX (A/C, No):	
<b>INSURED</b> MSL, P.A. 255 S. Orange Avenue Suite 600 Orlando FL 32801		MOORSTE-01		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Depositors Insurance Company NAIC # 42567 INSURER B: Travelers Indemnity Co of America 25666 INSURER C: Travelers Casualty and Surety Company 19038 INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 1475167526**      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		3076438245	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		3076438245	12/15/2020	12/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		3076438245	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Other Aggregate \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	UB3K6076542142E UB3K6090942142G	3/1/2021 3/1/2021	3/1/2022 3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF INSURANCE	<b>CANCELLATION</b> 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 
--	--



# Attachment I – Ownership Disclosure Affidavit

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT I OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Scot Aurelius	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	17.20
Julie Baird	500 E. Broward Blvd., Suite 1500, Ft. Lauderdale, FL 33394	11.80
William Blend	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	10.80 %
Farlen Halikman	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	17.20 %
Kevin Murphy	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	17.20 %
Dan O'Keefe	255 S. Orange Avenue, Suite 600, Orlando, FL 32801	17.20

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_


  
 Signature of Affiant

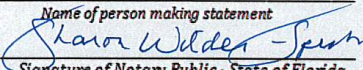
William Blend  
 Print Name

May 28, 2021  
 Date

STATE: **FLORIDA**  
 COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2021, by: William Blend  
Name of person making statement

 Notary Public State of Florida  
 Sharon D. Wilder-Spinks  
 My Commission Expires 01/28/2024  
 (NOTARY SEAL)

  
 Signature of Notary Public - State of Florida  
 Sharon Wilder-Spinks  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification   
 Type of Identification Produced \_\_\_\_\_

# Attachment J – Drug Free Workplace Certificate

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT J

### DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**  
MSL, P.A.


- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

  
\_\_\_\_\_  
Signature of Affiant

William Blend  
\_\_\_\_\_  
Print Name

May 28, 2021  
\_\_\_\_\_  
Date

STATE: <b>FLORIDA</b>
COUNTY: <u>Orange</u>
Sworn to (or affirmed) and subscribed before me this <u>28</u> day of <u>May</u> , 20 <u>21</u> , by: <u>William Blend</u>
<div style="display: flex; align-items: center;"> <div style="border: 1px dashed black; padding: 5px; margin-right: 10px;">  </div> <div> <p style="font-size: small;">Name of person making statement</p> <p><i>Sharon Wilder-Spinks</i></p> <p style="font-size: small;">Signature of Notary Public - State of Florida</p> <p><b>Sharon Wilder-Spinks</b></p> <p style="font-size: small;">Name of Notary Typed, Printed, or Stamped</p> </div> </div>
Personally Known <input checked="" type="checkbox"/> OR Produced Identification <input type="checkbox"/>
Type of Identification Produced _____

# Attachment K – Employee Background Verification Affidavit

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT K

### EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, William Blend of MSL, P.A., attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

  
Signature of Affiant

William Blend  
Print Name

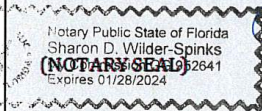
Print Name

May 28, 2021  
Date

Date

STATE: FLORIDA  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of  
May, 2021, by: William Blend  
Name of person making statement

 Sharon Wilder-Spinks  
Signature of Notary Public - State of Florida  
Notary Public, State of Florida  
Sharon D. Wilder-Spinks  
(NOTARY SEAL) 52641  
Expires 01/28/2024  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

# Attachment L – Scrutinized Companies Affidavit

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT L

### Scrutinized Companies Affidavit CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, William Blend, Shareholder, on behalf of MSL, P.A.  
**Print Name and Title** **Company Name**

certify that MSL, P.A. **Company Name** does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The 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 the 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

MSL, P.A.

COMPANY NAME

William Blend

PRINT NAME

Shareholder

TITLE

[Signature]  
SIGNATURE



STATE: FLORIDA  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2021, by: William Blend  
Name of person making statement

[Signature]  
Signature of Notary Public - State of Florida

Sharon Wilder-Spinks  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

# Attachment M – Non-Conflict of Interest Statement

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor

## ATTACHMENT M

### NON-CONFLICT OF INTEREST STATEMENT

- A. A. I am the Shareholder of MSL, P.A. with a local office in Fort Lauderdale and principal office in Orlando.
- B. The entity hereby submits a proposal/offer in response to **RFP 2021-1-COMM, COMMISSION AUDITOR.**
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

[Signature]  
Signature of Affiant

May 28, 2021  
Date

William Blend, Shareholder  
Printed Name & Title of Affiant

STATE: FLORIDA  
 COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2021, by: William Blend

Sharon Wilder-Spinks  
 Signature of Notary Public, State of Florida

Sharon Wilder-Spinks  
 Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification OR  
 Type of Identification Produced \_\_\_\_\_



## Section 7 – Additional Information

### Addendum #1

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor  
Addendum #1



### Addendum #1 – Questions & Answers

(Issued, Friday, May 21, 2021)

RFP 2020-1-COMM, Commission Auditor

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

**Question 1:** RFP page 21, Criteria #1e, states "expertise of human resources". Can you please elaborate? What experience is the City asking for?

**Answer 1:** The ability to audit personnel costs, personnel procedures and to assess the functions within a position.

**Question 2:** Regarding the sealed dollar cost proposal, Attachment A, Item Description A states "Total fee to prepare an Annual Audit Plan that includes: A cost for each element of the proposed Annual Audit Plan". Based on professional standards, an audit plan cannot be completed prior to completing a risk assessment which includes interviewing City personnel. There is no feasible way to price out the cost until the risk assessment is completed. Also as noted on section 5.1 the Audit Plan is subject to approval by the City Commission and as such can change the scope of duties which can increase or decrease costs. Is the City asking for an initial price on the Risk Assessment only?

**Answer 2:** See Revised Pricing Sheet (Attachment A). Firms shall submit a lump-sum cost for an Annual Risk Assessment, as well as hourly rates. Hourly rates will be used to calculate the cost of task orders assigned by the City Commission, in accordance with an Audit Plan pre-approved by the City Commission.

**Question 3:** Who are the members of the selection committee?

**Answer 3:** The Mayor and City Commissioners.

- Greg Ross, Mayor
- Jeff Green, Commissioner
- Max Pulcini, Commissioner
- Howard Meltzer, Commissioner
- Ryan Shrouder, Commissioner



City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor  
Addendum #1

Question 4: Due to the public health emergency related to COVID-19 that is still impacting some parts of the United States, can the final Technical and Price documents be delivered electronically? Our production center is currently in a state with Covid restrictions that make hard copies difficult.

Answer 4: Unfortunately, we must receive hard copies to distribute to the evaluation committee.


Question 5: Due to the public health emergency related to COVID-19 that is still impacting some parts of the United States, can the Notary requirements for the required forms be waived? If selected, Crowe would be glad to provide original notarized versions of all the necessary documents.

Answer 5: Proposers are allowed to use online notaries.

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

**Acknowledgment of Addendum #1**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:		Company:	MSL, P.A.
Print Name:	William Blend	Date:	May 21, 2021

## Addendum #2

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor  
Addendum #2



### Addendum #2 – Questions & Answers (Issued, Thursday, May 27, 2021)

RFP 2020-1-COMM, Commission Auditor

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:


- Question 1: On Attachment A – Pricing Sheet, for the Proposed Cost do you an example of how you want the hourly rates listed?
- B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal – is there a Section 4(A) or are we titling this section as Section 4(A)?

Answer 1: The ability to audit personnel costs, personnel procedures and to assess the functions within a position.

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

#### Acknowledgment of Addendum #2

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:		Company:	MSL, P.A.
Print Name:	William Blend	Date:	May 27, 2021

### Addendum #3

City of Cooper City, Florida  
RFP 2021-1-COMM, Commission Auditor  
Addendum #3



### Addendum #3 – Questions & Answers

(Issued, Wednesday, June 2, 2021)

RFP 2020-1-COMM, Commission Auditor

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question 1: Has the City or Commission ever engaged a firm for services being requested?

Answer 1: No.

Question 2: Why is the City going out now for these services?

Answer 2: Commission request.

Question 3: How much is the budget for the services being requested?

Answer 3: The annual budget is to be determined based on task orders approved and assigned by the City Commission.

Question 4: What issue(s) are there to prompt the City to request these services

Answer 4: Commission has indicated a desire to have an auditor. There are no specific issues that staff is aware of.

All proposals are due on Thursday, June 3, 2021 at 3:00PM EST.

#### **Acknowledgment of Addendum #3**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

<i>Acknowledged by:</i>	<u>William Blend</u> <small>Digitally signed by William Blend Date: 2021.06.02 14:39:50 -0400</small>	<i>Company:</i>	<u>MSL, P.A.</u>
<i>Print Name:</i>	<u>William Blend</u>	<i>Date:</i>	<u>June 2, 2021</u>

## Continuing Professional Education

All members of MSL’s GPG and all audit staff members, regardless of their individual roles of responsibility, are in compliance with the CPE requirements set forth in GAGAS, issued by the Comptroller General of the United States. In addition, we are in compliance with the applicable provisions of the Florida Statutes that require CPAs to meet CPE requirements prior to proposing on governmental audit engagements.

Our audit team does not perform just one federal/state financial assistance program audit; our staff auditors are exposed to intensive and continuing concentration on various types of these audits. Due to the total number of governmental/not-for-profit grant audits our team performs, each member of our governmental audit staff understands and is able to perform several types of federal/state grant audits.

It is our objective to provide our professional staff at least 50 hours of comprehensive CPE each year. This is accomplished by attending seminars throughout the United States and is reinforced through in-house training. Our training programs are often open to our clients at no charge, so you can also fulfill some of your CPE requirements throughout the year. **Our Firm offers 16-24 hours of CPE during the year to our staff and clients at no charge.**



In addition to attending continuing education programs, several members of our professional staff have been recognized for their knowledge and expertise in our profession. Members of the engagement team have taught governmental accounting and auditing for the AICPA, FICPA, FGFOA, and GFOA. Additionally, they have developed CPE sessions specific to client needs and have participated in the instruction of these sessions.

**Bill Blend** is often asked to speak at training sessions for the FICPA, FGFOA and at various MSL training events. Bill is one of only a few CPAs in the state who is qualified and teaches the FICPA required ethics class, including a class specifically developed by the FICPA for governmental ethics. As a Certified Fraud Examiner, Bill also teaches fraud sessions for the FGFOA, as well as at client training sessions.

**Joel Knopp** has spoken at training sessions for the FGFOA, FSFOA, FASBO, and at MSL training events on topics related to various governmental accounting and auditing issues, including Single Audit and GASB updates.

**Dan O’Keefe** is recognized as one of the top public sector instructors in the state of Florida and is also well-known on a national level. He has written numerous courses on various subjects related to governmental accounting and auditing. In addition, he has been an adjunct professor at the University of Central Florida and the University of West Florida.

**Eddy Castaneda** has spoken at training sessions for the FICPA, FASBO, and at MSL training events. He is a speaker on topics related to various governmental accounting and auditing issues, including Single Audit and GASB updates and internal controls. He also serves on the MSL University Committee where he recommends and assigns topics to be taught to MSL’s employees and clients.

All members of the engagement team have properly maintained CPE credits in governmental accounting, as required by the Board of Accountancy.

## Evaluating IT Environment

As part of our audit procedures, we are required to gain an understanding of IT environment that supports the financial reporting process. Our assessment includes the following:

- Identifying key information systems and EUC (End-User Computing) applications, such as user-developed spreadsheets, that are relevant to financial reporting
- Evaluating procedures by which transactions are initiated, authorized, recorded, processed, and reported in such systems

While not specifically required to be evaluated, during our audit planning phase, we have our IT Risk Assurance team incorporate a tailored approach to your overall IT environment which includes a review of the following IT Environment areas:

- **General IT Controls**  
These controls impact the achievement of the financial statement assertions by supporting an environment that provides for the integrity, security, and availability of financial data. Our audit approach includes a review of General IT controls, such as:
  - IT Governance - including risk management, strategic planning, and vendor management
  - IT Operations - including data backup and recovery, interfaces between systems, and incident management
  - Physical Security and Access to Programs and Data - including appropriate segregation of duties
  - Change Management and Software Acquisition and Development
- **Application Controls**  
These controls relate to programmed procedures within an information system that are designed to help ensure the completeness and accuracy of information processing, such as completeness and validity checks, authentication, authorization, or input controls.
- **Cyber Hygiene Practices**  
Cybersecurity continues to be one of the key risks for the majority of our clients. We understand those risks and as part of our procedures, we benchmark the practices and controls employed by our clients against the key cybersecurity frameworks, such as CIS Controls or the five-step NIST Cybersecurity Framework. We also provide a high-level vulnerability assessment at no cost to our clients.

### Intelligent Data Analytics and Visualization

It is our policy to incorporate the use of Machine Learning-enabled CAATs in our audit approach where it is practical and efficient to do so. Our Firm understands the efficiencies and effectiveness derived with the proper use of these audit techniques. Our goal is to ensure your audit team has the tools and training to use these techniques and is why we have committed significant Firm resources in this area.

Whenever possible, we will request electronic copies of your financial data and use data extraction and analysis software to assist us in performing your audit.

## IDEA

Idea software enables us to take virtually any output file format from your financial reporting package and convert it into a usable data format for our staff to perform analyses, such as:

- Comparison of employee and vendor addresses to identify employees who are also vendors
- Analyzing numerical sequences from large populations to identify missing or duplicate checks or invoices
- Sorting payments to identify transactions that fall just under financial control or contract limits
- Identifying unexpected trends in the number, or amounts of, payments to vendors
- Searching for false employees by comparing the human resources database with the payroll system database

## Microsoft Power BI

Power BI is a collection of Business Intelligence tools that help with turning raw data into coherent, visually rich and interactive insights. Our IT Risk Assurance Team uses this powerful tool to develop custom-built dashboards that assist our audit team with analyzing system user metrics, such as:

- Insufficient or incompatible segregation of duties
- Stale user accounts - i.e., accounts with no recent activity
- User accounts that do not follow policies and procedures employed by the organization

## Additional IT Services

Being a part of Moore Global gives us a virtually unlimited access to highly specialized individuals and teams. We are able to offer a comprehensive review of IT environment, outside of the scope of a typical financial audit. We can assist our clients with minimizing risk exposures by managing and performing assessments focused on the client's internal controls and compliance requirements, such as:

- Identifying potential internal and external network vulnerabilities and weaknesses
- Conducting penetration testing, including social engineering testing
- Providing security awareness trainings to employees
- Evaluating compliance with PCI, HIPAA, SOX, etc.
- Performing FLSHMV (Department of Highway Safety and Motor Vehicles) data security audits
- Protecting sensitive materials, data, and information

## External Quality Control Review Report

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. MSL is formally dedicated to that commitment.

Our Firm recognizes the long-term significance of developing a formal quality control program. In an effort to continue to maintain the standards of working excellence required by our Firm, we are members of the Private Companies Practice Section (PCPS), the Center for Audit Quality (CAQ), and the AICPA GAQC. To be a participating member firm, you must obtain an independent compliance review of your firm’s quality control policies and procedures every three years to ascertain compliance with existing auditing standards on the applicable engagements. The scope of the peer review is comprehensive, in that, it specifically reviews the quality control policies and procedures of the participating firm’s accounting and auditing practice, including its work product in various client industries. We believe that our commitment to the program has been rewarding not only to our Firm, but primarily to our clients.



The external, independent peer review of the elements of our quality control policies and procedures performed by an independent certified public accountant selected by the AICPA provides both us and our clients with the assurance that we continue to conform to the standards of the profession in the conduct of our accounting and auditing practice.

Our Firm has undergone successful peer reviews since participation in the program. We take quality control seriously. We understand our responsibility in providing you with auditing services that meet or exceed the professional standards established by the AICPA, U.S. GAO, U.S. OMB, Florida Attorney General, and Florida Board of Accountancy (FBOA).

We also understand our responsibility under *Government Auditing Standards* (the Yellow Book) to provide you with our most recent peer review report. We will always send you the most current report when it is issued.

On the following page is our most recent peer review report for the period ended June 30, 2020, which included a review of specific governmental engagements performed by MSL. It should be noted that no comments were made as a result of this review.



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809  
225-922-4600 Phone – 225-922-4611 Fax – [pncpa.com](http://pncpa.com)

A Professional Accounting Corporation

Report on the Firm’s System of Quality Control

To the Partners of MSL, P.A.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of MSL, P.A. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm’s Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer’s Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and an audit of a broker-dealer.

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of MSL P.A. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. MSL, P.A. has received a peer review rating of *pass*.

*Postlethwaite & Netterville*

Baton Rouge, Louisiana  
January 7, 2021



**Attachment A**  
(Page 5 of 5)

**REVISED**

**PRICING SHEET for COMMISSION AUDITOR**

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

Item Description	Proposed Cost
<p>A. Total fee to prepare an Annual Audit Plan that includes:—</p> <ul style="list-style-type: none"> <li>i.— Conducting a required Annual Risk Assessment</li> <li>ii.— A cost for each element of the proposed Annual Audit Plan</li> <li>iii.— Workshop meetings with the City Commission</li> <li>iv.— All necessary research</li> </ul> <p>A. Total fee to prepare an Annual Risk Assessment:</p>	<p>\$</p> <p style="text-align: center;">17,500</p>
<p>B. Hourly rates of personnel as outlined in Section 4(A) of the Technical Proposal</p> <p><i>Hourly rates will be used to calculate the cost of task orders assigned by the City Commission, in accordance with an Audit Plan pre-approved by the City Commission.</i></p>	<p><b>ATTACH A SEPARATE SHEET WITH HOURLY RATE DETAILS</b></p>

Submitted by: William Blend

Authorized Signature: *William Blend* (Print) \_\_\_\_\_ (Sign)

Title: Shareholder

Company Name: MSL, P.A.

Date: May 28, 2021

STATE: **FLORIDA**  
COUNTY: Orange

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2021, by: William Blend  
Name of person making statement

*Sharon Wilder-Spinks*  
Signature of Notary Public - State of Florida  
Sharon Wilder-Spinks  
Name of Notary Typed, Printed, or Stamped

Notary Public State of Florida  
Sharon D. Wilder-Spinks  
My Commission GG 952641  
Expires 01/28/2024  
**(NOTARY SEAL)**

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

### Hourly Rates of Personnel as Outlined in Technical Proposal

Levels	Standard Hourly Rates
Shareholders	\$275
Managers	\$200
Seniors	\$130
IT Audit Specialists	\$150
Staff	\$ 95

**City of Cooper City**  
**RFP 2021-1-COMM**  
**Commission Auditor**  
**Evaluation Committee Ranking - Partner Price**

Factor	Max Points	Crowe, LLP						Marcum						MSL, P.A.						S. Davis & Associates, P.A.					
		GR	JG	MP	HM	RS	Avg.	GR	JG	MP	HM	RS	Avg.	GR	JG	MP	HM	RS	Avg.	GR	JG	MP	HM	RS	Avg.
Qualifications, Experience and Capability of Professional Personnel Qualifications and experience of the firm and any sub-consultants Availability of qualified personnel Ability to meet set standards Previous contracting experience with other governmental agencies Expertise of human resources	<b>30</b>	25	9	26	28	18	21.20	29	10	28	26	20	22.60	25	10	30	29	30	24.80	30	9	25	28	20	22.40
Ability to Perform Conveyance of a willingness to work with the City The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. Quality level of services to be provided to the City	<b>20</b>	15	9	18	18	10	14.00	20	10	20	19	18	17.40	15	10	20	20	20	17.00	20	9	20	16	20	17.00
Technical Approach to the Scope of Work Understanding of the City's needs Approach to the contract and methodology Technical soundness of the proposal Applicability of the services offered Meeting the City's operational requirements	<b>35</b>	30	4	30	30	20	22.80	35	10	35	32	30	28.40	25	9	35	35	35	27.80	30	4	25	28	16	20.60
<b>Total Technical Points</b>	<b>85</b>	<b>70</b>	<b>22</b>	<b>74</b>	<b>76</b>	<b>48</b>	<b>58.00</b>	<b>84</b>	<b>30</b>	<b>83</b>	<b>77</b>	<b>68</b>	<b>68.40</b>	<b>65</b>	<b>29</b>	<b>85</b>	<b>84</b>	<b>85</b>	<b>69.60</b>	<b>80</b>	<b>22</b>	<b>70</b>	<b>72</b>	<b>56</b>	<b>60.00</b>
Cost Detail Price Proposal Form Any other Costs	<b>15</b>	9.27	9.27	9.27	9.27	9.27	9.27	15	15	15	15	15	15.00	15	15	15	15	15	15.00	14.45	14.45	14.45	14.45	14.45	14.45
<b>Total Points</b>	<b>100</b>	<b>79.27</b>	<b>31.27</b>	<b>83.27</b>	<b>85.27</b>	<b>57.27</b>	<b>67.27</b>	<b>99.00</b>	<b>45.00</b>	<b>98.00</b>	<b>92.00</b>	<b>83.00</b>	<b>83.40</b>	<b>80.00</b>	<b>44.00</b>	<b>100.00</b>	<b>99.00</b>	<b>100.00</b>	<b>84.60</b>	<b>94.45</b>	<b>36.45</b>	<b>84.45</b>	<b>86.45</b>	<b>70.45</b>	<b>74.45</b>

**Partner Price Submitted:** **\$ 380.00** **\$ 275.00** **\$ 275.00** **\$ 285.00**

Evaluation Committee Members: Greg Ross, Mayor; Jeff Green, Commissioner; Max Pulcini, Commissioner; Howard Meltzer, Commissioner; Ryan Shrouder, Commissioner.

**Total Available Points for Cost: 15**

	<b>Bid Amount</b>	<b>Bidder's Name</b>	<b>X =</b>	<b>Y =</b>	<b>Z =</b>	<b>POINTS RECEIVED =</b>
			<b>Next Lowest Cost - Lowest Cost</b>	<b>X ÷ Lowest Cost</b>	<b>Y x Total Avail Points for Cost</b>	<b>Total Avail Points for Cost - Z</b>
Lowest Cost	<b>\$ 275.00</b>	Marcum				<b>15.00</b>
2nd Lowest	\$ 275.00	MSL, PA	\$ -	0.00	0.00	<b>15.00</b>
3rd Lowest	\$ 285.00	S Davis	\$ 10.00	0.04	0.55	<b>14.45</b>
4rd Lowest	\$ 380.00	Crowe	\$ 105.00	0.38	5.73	<b>9.27</b>

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

**NOTE REGARDING PRICE:** The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

Second Lowest Proposer:

Second lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2<sup>nd</sup> Lowest

Example:

Lowest cost = \$1,000

Second lowest cost = \$1,250

1250 – 1000 = 250

250 / 1000 = .25

.25 x 15 (max of 15 points, in this example) = 3.75

15 – 3.75 = 11.25 points to 2<sup>nd</sup> lowest proposer



**BID TABULATION**

**Proposal No.:** 2021-1-COMM  
**Bid Title:** Commission Auditor  
**Bid Opening Date:** 06/03/2021 @ 3:00PM EST  
**Distribution Stats:** 10 Planholders, 113 Bidders Notified, 4 Proposals Received

Vendor's Name	Crowe, LLP	Marcum	MSL, P.A.	S. Davis & Associates, P.A.
FEIN	35-0921680	11-1986323	59-3070669	65-0719690
Reference Form	Received	Received	Received	Received
Public Entity Crimes (PEC) form	Received	Received	Received	Received
ADA Affidavit	Received	Received	Received	Received
Business Entity Affidavit	Received	Received	Received	Received
Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)	Not Applicable	Not Applicable	Not Applicable	Not Applicable
W-9, Request for Taxpayer Identification Number	Received	Received	Received	Received
Proof of Workers Compensation Insurance or Exemption	Received	Received	Received	Received
Proof of Liability Insurance	Received	Received	Received	Received
Ownership Disclosure Affidavit	Received	Received	Received	Received
Drug-Free Workplace Certificate	Received	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received	Received
Scrutinized Company Affidavit	Received	Received	Received	Received
Non-Conflict of Interest Statement	Received	Received	Received	Received
Addendum #1 Signed	Received	Received	Received	Received
Addendum #2 Signed	Received	Received	Received	Received
Addendum #3 Signed	Received	Received	Received	Received

Vendor Compliance  
Check List

Meeting Date: 07/27/2021 Item #10.



<p><b>Vendor: MSL, P.A.</b> <b>FEIN: 59-3070669</b></p>	<p><b>Does Vendor appear on the following:</b></p>	
<p><a href="#">Florida Convicted Vendor List</a></p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p><a href="#">Florida Suspended Contractors</a></p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p><a href="#">Scrutinized Companies</a></p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p><a href="#">State of Florida Corporations (Sun Biz)</a></p>	<p>Yes X</p>	<p>No <input type="checkbox"/></p>
<p>Verified by: C. Portocarrero</p>	<p>Date: Tuesday, June 08, 2021</p>	

## Vendor Compliance Check List

Meeting Date: 07/27/2021 Item #10.

### Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	<a href="#">Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)</a> (📎 1.71 MB)

Updated 1/25/21

### Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\), Florida Administrative Code](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	<a href="#">Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance</a> (📎 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	<a href="#">Notice of Default - Club Tex, Inc.</a> (📎 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	<a href="#">Notice of Default - Correctional Consultants, LLC</a> (📎 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	<a href="#">Notice of Default - iColor Printing and Mailing, Inc.</a> (📎 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	<a href="#">Notice of Default - Visual Image Design Firm, LLC</a> (📎 1.78 MB)

Updated 12/10/19

## Vendor Compliance Check List

Meeting Date: 07/27/2021 Item #10.

Kunlun Financial Leasing Co Ltd	Sudan & Iran	China	March 7, 2018	Yes
Kuwait Finance House	Sudan	Kuwait	April 14, 2009	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes
Mangalore Refinery & Petrochemicals Ltd	Sudan & Iran	India	September 19, 2007	Yes
Malaysia Marine & Heavy Engineering Holdings Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
MISC Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Mosenergo	Iran	Russia	September 16, 2008	Yes
Oil India Ltd	Sudan	India	September 18, 2012	Yes

March 9, 2021  
Page 4

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Oil & Natural Gas Corp (ONGC)	Sudan & Iran	India	September 19, 2007	Yes
ONGC Videsh Limited (OVL)	Sudan & Iran	India	March 18, 2014	Yes
Orca Gold Inc.	Sudan	Canada	December 9, 2014	Yes
PetroChina	Sudan & Iran	China	September 19, 2007	Yes
Petroliam Nasional (Petronas)	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Capital Limited	Sudan & Iran	Malaysia	September 19, 2007	Yes



Vendor Compliance  
Check List

Meeting Date: 07/27/2021 Item #10.

**FILED**  
**Jan 29, 2021**  
**Secretary of State**  
**5236061381CC**

**2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# J24429

**Entity Name:** MSL, P.A.

**Current Principal Place of Business:**

255 S. ORANGE AVE  
SUITE 600  
ORLANDO, FL 32801

**Current Mailing Address:**

255 S. ORANGE AVENUE  
SUITE 600  
ORLANDO, FL 32801 US

**FEI Number:** 59-3070669

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

MURPHY, KEVIN  
255 S. ORANGE AVENUE SUITE 600  
ORLANDO, FL 32801 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** KEVIN MURPHY

01/29/2021

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title CHAIRMAN  
Name BAIRD, JULIE  
Address 255 S. ORANGE AVENUE  
SUITE 600  
City-State-Zip: ORLANDO FL 32801

Title SECRETARY  
Name O'KEEFE, DANIEL J  
Address 255 S. ORANGE AVENUE  
SUITE 600  
City-State-Zip: ORLANDO FL 32801

Title PRESIDENT  
Name MURPHY, KEVIN D  
Address 255 S. ORANGE AVENUE  
SUITE 600  
City-State-Zip: ORLANDO FL 32801



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Commission Office

**SUBJECT:** VPN Access for Commissioners to have remote access – Commissioner Shrouder

**BACKGROUND OF ITEM:**

Commissioner Shrouder would like Commissioners to have VPN Access to allow for remote access.



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BROWARD COUNTY NEWS LOCAL NEWS

# Recycling has gone to waste in Broward County, but changes may be coming

By **LISA J. HURIASH**  
SOUTH FLORIDA SUN SENTINEL | JUL 20, 2021



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Meeting Date: 07/27/2021 Item #12.

Douglas Seaton has been separating his recyclables from garbage for no reason.

Clean plastic apple juice bottles go into one bin, food scraps into another. But then the Davie man watched the garbage truck toss them all together as if it was nothing but ... trash.

ADVERTISING



Davie ended its traditional recycling program last month, although the city says the change could be temporary; A new garbage and recycling pipeline is in the works —

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October.

Cities are being asked to stockpile money during this summer’s budget talks as the county plows ahead with its idea of creating an independent garbage and recycling district as an alternative to corporate giants.

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Davie is setting aside \$100,000. Cooper City likely will tuck away \$40,000. Other cities, including Fort Lauderdale, haven't come up with a dollar amount yet but said they are committed to contributing when the next budget year starts in October.

The money will be used to pay for a waste generation study that would figure out "the composition" of the garbage and recycling being generated and what it would cost for the county to create its own recycling program.

The study also will look at what kind of materials could be accommodated, such as plastic, paper, metal, glass, yard waste or all of it, said County Commissioner Beam Furr, who is among the elected officials leading the charge.

As vice chairman of the county's Solid Waste Working Group, he's asking each city to make a placeholder in their upcoming budget to share the cost of the study, which is expected to be at least \$1 million.

[RELATED: Broward County, you'll have to stop recycling paper. Here's why. »](#)

The system of garbage collection and recycling is a patchwork in Broward County.

Waste Pro for trash pickup and has opted out of recycling entirely

Meeting Date: 07/27/2021 Item #12.

starting a contract next year with Republic Services for trash and recycling, and recycling will continue to be incinerated “until the recycling market returns.”

Coral Springs incinerates both its trash and recycling through Waste Pro. Weston uses Republic Services for its recycling but says it doesn’t get feedback whether it winds up in a landfill, incinerated or sold on the recyclables market.

Because of the hodgepodge, Furr said it can become more cost-effective to have “the flow going to one place.”



A recycling truck lifts a load of paper and cardboard in Oakland Park on Thursday, Feb. 20, 2020. (Joe Cavaretta/South Florida Sun Sentinel)

Furr envisions something more uniform, the way it’s handled in Palm Beach County, where a special taxing district created by the Florida Legislature handles

FEEDBACK

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disposal of all garbage and residential recycling. The cities make contracts for the collection of both garbage and recycling.

In Broward, recycling has become controversial after Waste Management said last year it **would no longer accept mixed-paper** — including newspapers, magazines and mail — for recycling. The company cited both residents' improper recycling methods and a poor market for low-quality recycled goods.

After the South Florida Sun Sentinel reported the plan, public outrage forced Waste Management to make an **abrupt about-face** and keep its recycling program. But some cities still opted out.

Waste Management provided garbage and recycling collection services for the town of Davie through May 31, but town officials said the company didn't submit a proposal when the contract ended.

“We tried to renew with them and they said no,” said Phillip Holste, the assistant town administrator.

**[RELATED: How recycled trash winds up in the landfill »](#)**

Effective June 1, the town contracted with Coastal Waste & Recycling Inc. and ended its traditional recycling program. Now, all the garbage and recyclable materials are sent to Wheelabrator for incineration. Advocates say it produces electricity and keeps items out of the landfill; opponents say there's no environmental benefit to burning.

Holste said the town definitely will work with the county to go back to a traditional recycling program once it's available, but “no one has a crystal ball to know how soon that's going to be, unfortunately,” he said.

Furr said Davie is the latest example of why the county program needs to take off, so that residents have the option to recycle.



whether or not there's a profit, but it's the right thing. Water and same thing. Cities don't make money off of water, but it's a service.

Meeting Date: 07/27/2021 Item #12.

[INTERACTIVE: Can I recycle this? »](#)

“My own feeling is whatever can be recycled, turned into something else, whether it's plastic or metal or glass, organic yard waste, whatever can be reused, we want to reuse it. If we can't use it, it should go to the incinerator. And whatever can't be incinerated, that's when you need the landfill.”

Furr said Broward created 4 million tons of garbage last year. Filling up the landfill “is not sustainable. The more [we] recycle, the longer the lifespan of that landfill.”

Broward's [landfill, near Coconut Creek](#), mostly takes garbage from three cities, construction debris countywide and small amounts of garbage from Miami-Dade and Monroe counties, according to a Waste Management spokeswoman.

### Breaking News Alerts Newsletter

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Cooper City Mayor Greg Ross, who is the chairman of the Solid Waste Working Group, said if the cities band together, change is inevitable.

“United is going to be better for everyone cost-wise and environmental-wise,” he said. “Together it gives us leverage.”

[RELATED: Recycling's new reality: 'When in doubt, throw it out' »](#)

FEEDBACK

Residents remain hopeful. Seaton, the Davie resident, was caught off guard and

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it all together. Town officials said it was announced in a local meeting to residents in March. Meeting Date: 07/27/2021 Item #12.

### LATEST BROWARD COUNTY NEWS

Man killed in fiery crash involving hit-and-run driver, police say

Man arrested in Broward shooting that left another man dead

Recycling has gone to waste in Broward County, but changes may be coming

Still, the public was urged to keep separating recycling in a separate bin “so we don’t have to retrain them when we go back to traditional recycling,” Holste said. “That’s the plan.”

Some residents are frustrated.

“I’m very concerned we’re not recycling,” said Seaton, who is still separating the recycles. “All of these

products, they are not being reused so we don’t have to keep making them over and over and over again.”

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Meeting Date: 07/27/2021 Item #12.

Fort Lauderdale crowds the Elbo Room



Twin Peaks, a two-story sports 'breastaurant,' opens in downtown Hollywood

By MICHAEL BAUSHLIN, JENNIFER LETT



# Pictures: Bike Week in Daytona Beach

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Meeting Date: 07/27/2021 Item #12.

**TRIBUNE PUBLISHING**

Chicago Tribune

The Baltimore Sun

The Morning Call of Pa.

Daily Press of Va.

The Daily Meal

New York Daily News

Orlando Sentinel

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**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Commission Office

**SUBJECT:** Discussion on Recycling – Commissioner Shrouder

**BACKGROUND OF ITEM:**

Commissioner Shrouder would like a discussion on recycling and potential operational costs involved.



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Commission Office

**SUBJECT:** Discussion on financial impact of each proposed change to the personnel manual – Commissioner Shrouder

**BACKGROUND OF ITEM:**

Commissioner Shrouder would like a discussion on the financial impact of each proposed change to the personnel manual.



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Commission Office

**SUBJECT:** Discussion on sports field use - **Commissioner Shrouder**

**BACKGROUND OF ITEM:**

Commissioner Shrouder would like a discussion on sport field use.



**CITY COMMISSION  
ORDINANCE/RESOLUTION**

**TITLE: Resolution 21-32 (Finance)**

**DESCRIPTION:** A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 6.228 FOR THE FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends the approval of Resolution 21-32, setting the proposed operating millage rate for FY 22 at 6.228.

**BACKGROUND OF ITEM:**

Pursuant to Section 200.065(2)(b), Florida Statutes, the City must advise the Broward County Property Appraiser of the Tentative Operating Millage Rate, as well as the date of the City's first public budget hearing scheduled for September 13, 2021 and the second hearing for September 22, 2021. The Tentative Operating Millage Rate approved at this public hearing establishes the maximum millage rate the City may consider and approve during the budget hearings in September. The Tentative Operating Millage Rate may be lowered by the Commission at the hearings, but it cannot be raised (without additional notice being provided to each taxpayer at a cost for postage).

**ANALYSIS:**

This resolution authorizes the City Commission to advise the Property Appraiser of the following items which will be included on the City's TRIM (Truth in Millage) notices for the Fiscal Year 2022 budget:

- a. Proposed Operating Millage Rate of 6.228
- b. Proposed Rolled-Back Millage Rate of 5.966
- c. The first public hearing date to consider the budget and millage rates is scheduled for Tuesday, September 13, 2021 at 6:30pm in the City Commission Chambers.
- d. The second public hearing date to consider the budget and millage rates is scheduled for Wednesday, September 22, 2021 at 6:30pm in the City Commission Chambers.

Staff recommends setting the maximum ad valorem operating millage rate of 6.228 mills, no change in the operating millage from prior year. This proposed millage rate represents an increase of 4.37% over the rolled back millage rate of 5.966.

The budget and property tax rate adoption process is governed by the State Statute known as Truth In Millage (TRIM). In Florida, properties are assessed by the County Property Appraiser and property taxes are collected by the county Tax Collector. All property is assessed at 100% of real value, which is approximately 85% of market value. The State Constitution restricts the annual increase in taxable value of homestead property to 3% or the increase in the CPI, whichever is less. The City is required to hold two (2) public hearings for adoption of a property tax rate and budget. The first public hearing is advertised by the Property Appraiser mailing to each property owner on a TRIM notice. In addition to notification of this first public hearing, the TRIM notice contains the following information:

- The new and prior year's assessed value;
- The tax bill if the current property tax rate is changed for the new year;
- The tax bill if the roll-back rate is levied for the new year; and
- The property tax bill if the proposed budget is adopted.

**FISCAL IMPACT:**

N/A

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>

**ALTERNATIVES:**

Alternative millage rates and scenarios will be presented to the Commission.

**ATTACHMENTS:**

1. Resolution 21-32



**RESOLUTION NO. 21-32**

**A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 6.228 FOR THE FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 27, 2021, the City Commission determined the proposed Millage Rate for the fiscal year commencing October 1, 2021 (“Fiscal Year 2021-2022”), and further scheduled the first public hearing required by Section 200.065(2)(b) of the Florida Statutes to be held on September 13, 2021, at 6:30 p.m., and

**WHEREAS**, the City Manager has recommended an annual budget for the Fiscal Year 2021-2022, commencing October 1, 2021, and

**WHEREAS**, the public and all interested parties will have the opportunity to address their comments to the City Commission, and the City Commission will consider the comments of the public regarding the tentative millage rate,

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

**Section 1:** ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

**Section 2:** ADOPTION OF PROPOSED MILLAGE RATE: There is hereby proposed to be levied upon all taxable real and personal property in the City of Cooper City, except that property exempted under the Constitution of the State of Florida, and other laws of the State of

Florida, the following millage rates, on each One Thousand Dollars (\$1,000.00) of assessed value for the applicable tax year for the benefit of the City of Cooper City:

Proposed General Millage Rate for FY 2021-2022 6.228

(said millage is 4.37 percent (4.37%) more than the rolled back rate of 5.9660)

**Section 3:** ESTABLISHMENT OF DATES, TIME AND PLACE OF PUBLIC HEARINGS: The first public hearing shall be held on September 13, 2021, at 6:30 p.m., and the final hearing shall be held on September 22, 2021, at 6:30 p.m., to adopt a final millage rate and budget for Fiscal Year 2021-2022. The first public hearing and the final public hearing shall take place in the Auditorium of City Hall, 9090 Southwest 50 Place, Cooper City, Florida at which time the City Commission will receive and consider any comments on the millage and budget from the public.

**Section 4:** DIRECTIONS TO CITY MANAGER: The City Manager is hereby authorized and directed to submit forms DR-420 (Certification of Taxable Value), DR-420Debt (Certification of Taxable Value Debt) and DR-420 MM-P (Municipality Maximum Millage Levy Calculation) to the Broward County Property Appraiser's Office.

**Section 5:** EFFECTIVE DATE: This resolution shall be effective immediately upon its adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2021.**

\_\_\_\_\_  
**GREG ROSS**  
Mayor

ATTEST:

\_\_\_\_\_  
**KATHRYN SIMS, CMC**  
City Clerk

**ROLL CALL**

Mayor Ross \_\_\_\_\_  
Commissioner Green \_\_\_\_\_  
Commissioner Meltzer \_\_\_\_\_  
Commissioner Pulcini \_\_\_\_\_  
Commissioner Shrouder \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
**JACOB G. HOROWITZ**  
City Attorney



# CERTIFICATION OF TAXABLE VALUE

Report Form: Meeting Date: 07/27/2021 Item #15.  
 R. 5/12  
 Rule 12D-16.002  
 Florida Administrative Code  
 Effective 11/12

Year: 2021	County: BROWARD
Principal Authority: CITY OF COOPER CITY	Taxing Authority: CITY OF COOPER CITY

## SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	3,321,500,470	(1)
2.	Current year taxable value of personal property for operating purposes	\$	64,026,418	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	3,385,526,888	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	15,666,840	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	3,369,860,048	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	3,228,112,088	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)

<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.		
<b>SIGN HERE</b>	Signature of Property Appraiser:	Date:	
	Electronically Certified by Property Appraiser	6/28/2021 1:30 PM	

## SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	0.0000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	0	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	0	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	3,369,860,048	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	0.0000	per \$1000	(16)
17.	Current year proposed operating millage rate	0.0000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	0	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

<b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>		<b>STOP HERE - SIGN AND SUBMIT</b>
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22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	0	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		0.0000 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	0	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	0	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		0.0000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		0.00 %	(27)

<b>First public budget hearing</b>	Date :	Time :	Place :
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SIGN HERE	<b>Taxing Authority Certification</b>		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Joseph Napoli, City Manager		Sherry Walker, Finance Director		
	Mailing Address :		Physical Address :		
9090 SW 50th Place		9090 SW 50th Place			
City, State, Zip :		Phone Number :		Fax Number :	
Cooper City, FL 33328		954/434-4300 x228		954/372-4255	

# CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

## Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

### Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

### Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

## Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

### Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

### Line 24

Include only those levies derived from millage rates.



**CITY COMMISSION  
ORDINANCE/RESOLUTION**

**TITLE:** Resolution 21-33 (Finance)

**DESCRIPTION:** A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF COOPER CITY, FLORIDA; DESCRIBING THE METHOD OF ANNUALLY ASSESSING FIRE SERVICES COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF COOPER CITY; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR THE ESTABLISHMENT OF THE ASSESSED COSTS AND ASSESSMENT RATES FOR FIRE SERVICES FOR FISCAL YEAR 2021-2022; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval of Resolution 21-33, adopting the preliminary fire assessment rate for FY22.

**BACKGROUND OF ITEM:**

This fire assessment was calculated using the methodology study prepared by Munilytics and adopted by the City Commission at the June 23, 2020 Commission meeting. The City is required to submit preliminary assessment rate information from the City to the Property Appraiser for inclusion on the Trim Notice by August 4, 2021. The City contracts with the Property Appraiser’s office for the preparation of the preliminary assessment roll and for the statutorily required mail notice for the public meeting at which the City Commission adopts the annual assessment resolution. The proposed resolution provides for the adoption of the initial, not-to-exceed rate schedule. Therefore, in September, the final rates adopted can be lower, but not higher than the rates adopted by this Resolution.

**ANALYSIS:**

For Fiscal Year 2020, the Fire Assessment accounted for 32% of fire costs net of exemptions. During 2020, the Commission approved the Fire Assessment Methodology Report study prepared by Munilytics, and approved a preliminary Fire Assessment at 75% of fire costs net of exemptions for FY 2021, but reduced this to 65% during the final Fire Assessment hearing. For Fiscal Year 2022, staff recommends the same percentage for fire costs as approved last fiscal year.

Single Family Rate	Single Family Rate Increase over FY 21 Rate	Total Net Fire Assessment ( after early payment discount)	% of Fire Costs
\$227.79		\$3,731,492.04	Current (65%)
\$205.52	-9.78%	\$3,356,089.05	50%
\$246.62	20.00%	\$4,027,306.86	60%
\$308.27	25.00%	\$5,034,133.57	75%
\$411.03	33.33%	\$6,712,178.10	100%

**ATTACHMENTS:**

- 1. Resolution No. 21-33**
- 2. FY22 Fire Assessment Maximum Rates**
- 3. Fire Assessment Methodology Report- Adopted by Commission June 23, 2020**



**RESOLUTION NO: 21-33**

**A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF COOPER CITY, FLORIDA; DESCRIBING THE METHOD OF ANNUALLY ASSESSING FIRE SERVICES COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF COOPER CITY; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR THE ESTABLISHMENT OF THE ASSESSED COSTS AND ASSESSMENT RATES FOR FIRE SERVICES FOR FISCAL YEAR 2021-2022; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1:** *Authority.* This Resolution is adopted pursuant to the provisions of Ordinance No. 10-7-1, Sections 166.021, 166.041, 197.3631, 197.3632 and 197.3635, Florida Statutes, and other applicable provisions of law.

**Section 2:** *Purpose and Definitions.*

(A) This Resolution constitutes the Preliminary Rate Resolution as defined in Chapter 7, Article IV of the Code of Ordinances (the "Ordinance"). Its purpose is to provide procedures and standards for the imposition of a Fire Assessment under the general home rule powers of a municipality to impose special assessments, and authorize a procedure for the funding of fire services, facilities, or programs providing special benefits to property within the City, consistent with the Florida law.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context clearly indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this

Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

*“Assessment Report”* means the “City of Cooper City, Florida Fire Assessment Methodology Report” prepared by Munitytics, accepted by the City Commission on June 23, 2020.

*“Building Area”* means the adjusted area of a building expressed in square feet and reflected on the Tax Roll or, in the event such information is not reflected or determined not to be accurately reflected on the Tax Roll, that area determined by the City.

*“City Database”* means the incident data specific to the City derived from the Incident Reports which have been correlated by the City fire officials, including City fire officials or other fire officials upon whom the City relies for the provision of this data.

*“Commercial Property”* means those Tax Parcels with Fire Class Codes classified in the "Commercial" property use category in Appendix A.

*“Cost Apportionment”* means the apportionment of the Fire Assessed Cost among all Property Use Categories according to the Demand Percentages established pursuant to the apportionment methodology described in Section 6 of this Preliminary Rate Resolution.

*“Demand Percentage”* means the percentage of demand for fire services, facilities, or programs attributable to each Property Use Category determined by analyzing the historical demand for fire services as reflected in Incident Reports in the City's Database under the methodology described in Section 6 of this Preliminary Rate Resolution.

*“ Dwelling Unit”* means (1) a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces

are offered for rent or lease for the placement of mobile homes, travel trailers, or the like for residential purposes.

*"Estimated Fire Assessment Rate Schedule"* means that rate schedule attached hereto as Appendix B and hereby incorporated herein by reference, specifying the Fire Assessed Costs determined and established in Section 8 of this Preliminary Rate Resolution.

*"Fire Class Codes"* means those codes used by the Property Appraiser's Office to classify individual parcels to various use categories that relate to the DOR Use Code or other similar code used by the Property Appraiser or as otherwise determined by the City.

*"Incident Report"* means an individual fire call report prepared by City fire officials, including City fire officials or other fire officials upon whom the City relies for the provision of this data.

*"Industrial/Warehouse Property"* means those Tax Parcels with Fire Class Codes classified in the "Warehouse/ Industrial" Property use category in Appendix A.

*"Institutional Property"* means those Tax Parcels with Fire Class Codes classified in the "Institutional" property use category in Appendix A.

*"NFIRS Property Use Code"* means the National Fire Incident Reporting System (NFIRS) fixed property use codes.

*"Non-Residential Property"* means, collectively, Commercial Property, Industrial/Warehouse Property, and Institutional Property.

*"Parcel Apportionment"* means the further apportionment of the Fire Assessed Cost allocated to each benefited Property Use Category by the Cost Apportionment methodology established in Section 7 of this Preliminary Rate Resolution.

*"Property Use Categories"* means, collectively, Residential Property and all

categories of Non-Residential Property specified in Appendix A.

"Residential Property" means those Tax Parcels with Fire Class Codes classified in the "Residential" Property use category in Appendix A.

"Tax Parcel" means a parcel of property located within the City to which the Property Appraiser has assigned a distinct ad valorem Property tax identification number.

**Section 3: Provision and Funding of Fire Services.**

(A) Upon the imposition of Fire Assessments for fire services, facilities, or programs against Assessed Property located within the City, the City shall provide Fire Services to such Assessed Property. Costs to provide such Fire Services, facilities, or programs shall be funded in whole or in part from proceeds of the Fire Assessments. The remaining cost required to provide Fire Services, facilities, and programs, if any, as well as all costs associated with the provision of EMS, shall be funded by available City revenues other than Fire Assessment proceeds.

(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 Fire Services, facilities, and programs in an amount not less than the Fire Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution, consistent with and pursuant to the methodology set forth in the Assessment Report, which is hereby approved and incorporated herein.

**Section 4: Imposition and Computation of Fire Assessments.** Fire Assessments shall be imposed against all Tax Parcels within the Fire Class Code Categories, except non-benefited or exempt properties. Fire Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution. The Cost Apportionment and Parcel Apportionment described herein and within the Assessment Report are approved and adopted as the methodology to impose and compute the

Fire Assessment.

**Section 5:** *Legislative Determinations of Special Benefit and Fair Apportionment.*

*(A) Authority*

(1) 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.

(2) 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 matters of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to fire services, facilities or programs.

*(B) Special Benefit*

It is hereby ascertained and declared that the Fire Assessed Costs provide a special benefit to the Assessed Property based upon the following legislative determinations:

(1) Upon the adoption of this Preliminary Rate Resolution determining the Fire Assessed Costs and identifying the Assessed property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Section 7-24 of the Ordinance are hereby ratified and confirmed.

(2) It is fair and reasonable to use the Fire Class Code as classified by Property use category in Appendix A for the Cost Apportionment and the Parcel Apportionment because:  
(a) the Tax Roll database employing the use of such Fire Class Codes is the most comprehensive,

accurate, and reliable information readily available to determine the Property use and Building Area for improved property within the City, and (b) the Tax Roll database employing the use of such Fire Class Codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll which compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Assessment Collection Act.

(3) The parcel data available in the Tax Roll database is useful to determine Building Area because (a) the data reveal Property uses, Fire Use Codes, and Building Area and (b) the Tax Roll database represents parcel records maintained by the Property Appraiser with the most accurate information readily available relative to Building Area regardless of property use.

*(B) Imposition and Collection*

(1) The annual Fire Assessments to be imposed pursuant to this Resolution shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(2) The Fire Assessment imposed pursuant to this Resolution is imposed by the City Commission, not the Broward County Board of County Commissioners, Property Appraiser, or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed as ministerial.

*(C) Cost Apportionment.*

(1) Apportioning Fire Assessed Costs among classifications of improved Property based upon historical demand for fire services is fair and reasonable and proportional to the special benefit received.

(2) The Incident Reports are the most reliable data available to determine the

potential demand for fire services from property use and to determine the benefit to property use resulting from the availability of fire services to serve Buildings located within Assessed Property. There exists sufficient Incident Reports documenting the historical demand for fire services from Assessed Property within the Property Use Categories. The Demand Percentage determined for each Property Use Category by an examination of such Incident Reports is consistent with the experience of the City. Therefore, the use of Demand Percentages determined by an examination of Incident Reports is a fair and reasonable method to apportion the Fire Assessed Costs among the Property Use Categories.

- (3) As a result of the urbanized character of the City, the provision of fire services to vacant or unimproved property is nominal to non-existent as confirmed by Incident Reports. Therefore, it is fair and reasonable not to collect a special assessment from vacant and unimproved property.

*(D) Residential Parcel Apportionment.*

- (1) The size or the value of the Residential Property does not determine the scope of the required fire response. The potential demand for fire services is driven by the existence of a Dwelling Unit.
- (2) Apportioning the Fire Assessed Costs for fire services attributable to each Residential Property equally is a fair and reasonable method of Parcel Apportionment.

*(E) Non-Residential Parcel Apportionment.*

- (1) The demand for fire service availability varies in proportion to the size

of the Buildings and is a fair and reasonable method to classify benefited parcels and to apportion costs among benefited parcels that create similar demand for the availability of fire services.

(2) Tax Exempt Parcels, or portions thereof, 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 required to be provided by the City, and such uses thereof serve a public purpose and provide a public benefit. At the same time, such uses benefit from the City's fire services, particularly from the availability of such services. Recognizing the public purposes and benefits provided by such tax exempt uses and balancing it with the need to provide fire services to these properties, the City has historically provided for the exemption from the Fire Assessment for non-residential Tax Exempt Parcels, or portions thereof. The City finds that it is fair and reasonable to exempt such non-residential Tax Exempt Parcels, tax exempt uses on such, from the Fire Assessment.

(3) Because of the urbanized character of the City, the suppression of fire on agricultural and vacant property primarily benefits improved property by the containment of the spread of fire rather than the preservation of the value of the vacant property. Therefore, it is fair and reasonable to not collect a special assessment from vacant property for Fire Services.

**Section 6: Cost Apportionment Methodology.**

(A) Appendix C in the Assessment Report (on file in the City Clerk's Office) contains a correlation of the NFIRS Property Use Codes within the City database to the Fire Class Codes within the Property Appraiser's database. All Property within the City Limits was identified and provided a Property Use Category pursuant to the Fire Class Code. Appendix C of the Report contains the NFIRS Property Use Code to BCPA Fire Class Code correlation.



(B) The number of Incident Reports filed within a three-year sampling period was determined for each NFIRS Property Use Code Category. A Demand Percentage was then determined for each Fire Class Code Category by calculating the percentage that Incident Reports allocated to each Fire Class Code Category bear to the total number of Incident Reports documented for all Property Use Categories within the sampling period.

(C) The Demand Percentage for each Fire Class Code Category was then applied to the Fire Assessed Costs and the resulting product is the cost allocation of that portion of the Fire Assessed Costs allocated to each individual Property Use Category.

**Section 7: Parcel Apportionment Methodology.**

(A) The apportionment among Tax Parcels of that portion of the Fire Assessed Costs apportioned to each Fire Class Code Category under the Cost Apportionment shall be consistent with the Parcel Apportionment methodology described and determined in the Assessment Report, which Parcel Apportionment methodology is hereby approved, adopted, and incorporated into this Preliminary Rate Resolution by reference.

(B) It is hereby acknowledged that the Parcel Apportionment methodology described and determined in the Assessment Report is to be applied in the calculation of the estimated Fire Assessment rates established in Section 8 of this Preliminary Rate Resolution.

(C) Vacant lands are not assessed pursuant to the findings of section 5(E)(3) above.

**Section 8: Determination of Fire Assessed Costs; Establishment of Preliminary Fire Assessments.**

(A) The Fire Assessed Costs to be annually hereafter assessed and apportioned among benefited 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 Assessment Rate Schedule in Appendix B. The approval of the Estimated Fire Assessment Rate Schedule by

the adoption of this Preliminary Rate Resolution determines the amount of the Fire Assessed Costs. The remainder of such Fiscal Year budget for Fire Services, facilities, and programs shall be funded from available City revenue other than Fire Assessment proceeds.

(B) The Fire Services Assessed Costs for the Fiscal Year 2021-2022 have been determined based upon the services provided under the agreement with the Broward County Sheriff's Office, as well as City Fire Services-related costs, as analyzed consistent with the Assessment Report. It is fair and reasonable to use the information and charges under the Agreement with the Broward County Sheriff's Office to determine the Fire Services Assessed Costs for Fiscal Year 2021-2022 as well as the preliminary assessment rates set forth herein.

(C) The estimated Fire Assessments specified in the Estimated Fire Assessment Rate Schedule in Appendix B are hereby established to fund the specified Fire Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2021. No portion of such Fire Assessed Costs is attributable to emergency medical services, or to capital improvements necessitated by new growth or development.

(D) The estimated Fire Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021, as provided in Section 9 of this Preliminary Rate Resolution.

**Section 9:    *Assessment Roll.***

(A) The City Manager is hereby directed to prepare, or cause to be prepared annually, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in the Ordinance. The Assessment Roll shall include all benefited Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Assessed Cost to be recovered through Fire Assessments in the manner set forth in this Preliminary Rate Resolution.

A copy of this Preliminary Rate Resolution, documentation related to the estimated amount of the Fire Assessed Cost to be recovered through the imposition of Fire Assessments, and the preliminary 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 preliminary Assessment Roll be in printed form if the amount of the Fire 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 Fire Assessments for fire services as set forth in this Preliminary Rate Resolution and the Assessment Report is a fair and reasonable method of apportioning the Fire Assessed Cost among parcels of Assessed Property located within the City.

**Section 10: Authorization of Public Hearing.**

There is hereby established a public hearing to be held at 6:30 P.M. on Monday, September 13, 2021 in the Auditorium of City Hall, 9090 Southwest 50 Place, Cooper City, Florida, at which time the City Commission will receive and consider any comments on the Fire Assessments from the public and affected Property owners and consider imposing Fire Assessments and collecting such assessments on the same bill as ad valorem taxes.

**Section 11: Notice by Publication.**

The City Clerk shall publish a notice of the public hearing authorized by Section 10 hereof in the manner and time provided in Section 7-29 of the Code, the form of which is attached hereto as Appendix D. The notice shall be published no later than August 24, 2021.

**Section 12: Notice by Mail.**

The City Manager shall also provide or direct the provision of notice by first class mail to the Owner of each parcel of Assessed Property, as required by Section 7-30 of the Code.

Such notices shall be mailed no later than August 24, 2021. This Section 12 shall be deemed to be fully satisfied by the Notice which is mailed to taxpayers of the City by the Property Appraiser as described in the last sentence of Section 7-30 of the Code.

**Section 13:** *Application of Assessment Proceeds.*

Proceeds derived by the City from the Fire Assessments will be utilized for the provision of Fire Services, facilities, and programs. No funds received for the Fire Assessment shall be used for emergency medical services. In the event there are any funds from this assessment unused and remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Fire Services, facilities, and programs.

**Section 14.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 15.** 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:** This Preliminary Rate Resolution shall be in full force and take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
MAYOR GREG ROSS

ATTEST:

\_\_\_\_\_  
KATHRYN SIMS, CMC  
City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
JACOB G. HOROWITZ  
City Attorney

APPENDIX A

BROWARD COUNTY PROPERTY APPRAISER FIRE CLASS CODES

<u>FIRE CLASS CODE</u>	<u>FIRE CLASS CODE DESCRIPTION</u>
R	RESIDENTIAL
C	COMMERCIAL
W	WAREHOUSE/INDUSTRIAL
I	INSTITUTIONAL
S	SPECIAL/MIXED USE
X	GOVERNMENT/EXEMPT
Y	MISCELLANEOUS EXEMPT
V, A, L	VACANT PARCEL NOT DEVELOPED OR NOT BENEFITED FROM FIRE ASSESSMENT

**APPENDIX B**

**FIRE ASSESSMENT RATE SCHEDULE**

**SECTION B-1. DETERMINATION OF FIRE ASSESSED COSTS.**

The estimated Fire Assessed Cost to be assessed for the Fiscal Year that begins October 1, 2021, is \$\_\_\_\_\_.

**SECTION B-2. ESTIMATED FIRE ASSESSMENTS.**

(C) The estimated Fire Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Assessed Cost for the Fiscal Year that begins October 1, 2021, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

<b>Residential Property Use Categories</b>	<b>Rate Per Dwelling Unit</b>
Residential	\$____
<b>Non-Residential Property Use Categories</b>	<b>Rate Per Square Foot</b>
Commercial	\$ 0.____
Warehouse- Industrial	\$ 0.____
Institutional	\$ 1.____
Government/Exempt	\$ .____

(D) Any shortfall in the expected Fire Assessment proceeds due to any reduction or exemption from payment of the Fire Assessments 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 Fire Assessments. It is the legislative determination of the City Commission that in the event a court of competent jurisdiction determines any exemption or reduction by the City Commission improper or otherwise adversely affects the validity of the Fire Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Assessment upon each affected Tax Parcel in the amount of the Fire Assessment that would have been otherwise imposed save and except for such reduction or exemption afforded to such Tax Parcel by the City Commission.

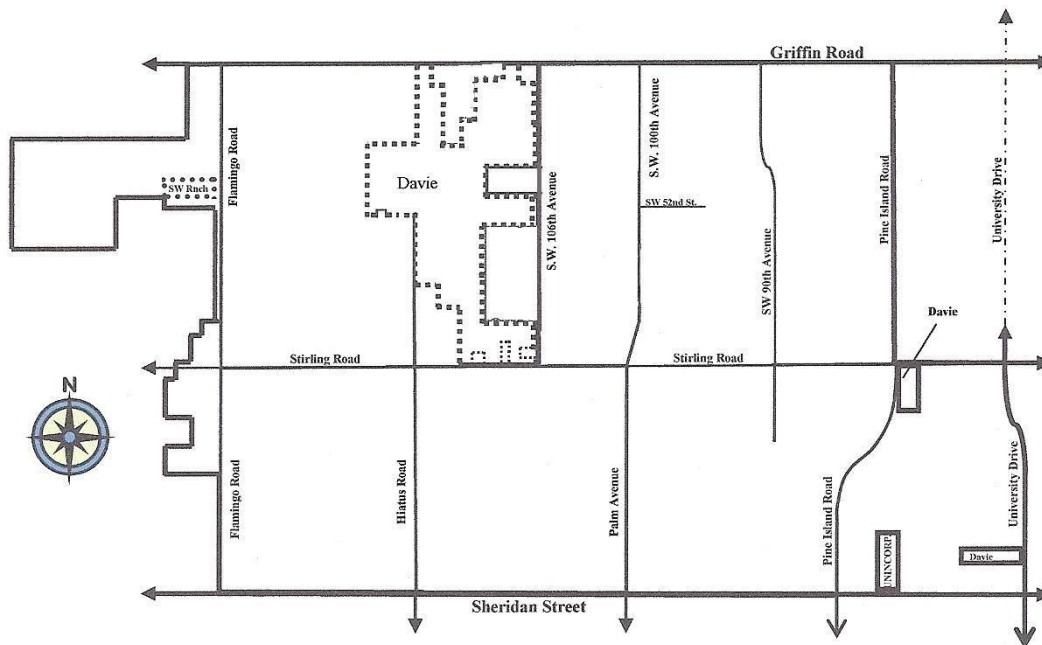


APPENDIX C  
FORM OF PUBLISHED NOTICE

TO BE PUBLISHED NO LATER THAN AUGUST 24, 2021

NOTICE OF HEARING TO IMPOSE AND  
PROVIDE FOR COLLECTION OF  
FIRE SPECIAL ASSESSMENTS

CITY OF COOPER CITY



**NOTICE IS HEREBY GIVEN**, that the City Commission of the City of Cooper City will conduct a public hearing to consider imposing fire special assessments for the provision of fire services within the City of Cooper City.

The hearing will be held at 6:30 p.m. on Monday, September 13, 2021 in the Auditorium of City Hall, 9090 Southwest 50 Place, Cooper City, Florida, at which time the City Commission will receive and consider any comments on the Fire Assessments from the public and affected property owners and consider imposing Fire Assessments and collecting such assessments on the same bill as ad valorem taxes. If a person decides to appeal any decision made by the City Commission members 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) 434-4300, extension 220 at least two 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 assessment schedule.

**FIRE ASSESSMENT RATE SCHEDULE**

<b>Residential Property Use Categories</b>	<b>Rate Per Dwelling Unit</b>
Residential	\$_308.27__
<b>Non-Residential Property Use Categories</b>	<b>Rate Per Square Foot</b>
Commercial	\$ _._
Warehouse-Industrial	\$ _._
Institutional	\$ _._
Government/Exempt	\$ _._

Copies of the Fire Assessment Ordinance, the Initial Assessment Resolution and the Preliminary Rate Resolution are available for inspection at the City Clerk’s Office, located at 9090 Southwest 50 Place, Cooper City, Florida.

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 City of Cooper City’s Finance Department at (954) 434-4300, Monday through Friday between 8:00 a.m. and 5:00 p.m.

Kathryn Sims, City Clerk  
City of Cooper City, Florida

PRELIMINARY FIRE ASSESSMENT RATES FOR FY 22

FY2022 Maximum Rates

Class	Base	Percent Apportioned	Generated By Class	New Maximum Rate Per Class
Commercial	1,550,186	21.98%	1,950,555.06	1.2583
Institutional	228,119	4.77%	423,300.62	1.8556
Vacant Land		0.18%	15,973.61	-
Residential	11,663	54.02%	4,793,857.34	411.0312
Warehouse/Industrial	606,567	0.35%	31,059.79	0.0512
Government/Exempt	999,555	10.59%	939,780.62	0.9402
Y- Exempted NFP's	650,348	8.11%	719,877.28	1.1069
		<u>100.00%</u>	<u>8,874,226.84</u>	
Less: exempt Institutional			(206,743.14)	
less: exempt Government			(939,780.62)	
Less: exempt Not For Profits			(719,877.28)	
Less: Vacant Lands			(15,973.61)	
			<u>6,991,852.19</u>	

	Scenarios					Current (FY 2021)
	100%	75%	65%	60%	50%	
	1.2583	0.943725	0.817895	0.75498	0.62915	0.7211
	1.8556	1.3917	1.20614	1.11336	0.9278	0.94
	-	-	-	-	-	0
	411.0312	308.2734	267.17028	246.61872	205.5156	227.79
	0.0512	0.0384	0.03328	0.03072	0.0256	0.0355
	0.9402	0.70515	0.61113	0.56412	0.4701	0.5543
	1.1069	0.830175	0.719485	0.66414	0.55345	
	(206,743.14)	(155,057.36)	(134,383.04)	(124,045.88)	(103,371.57)	(501,510.74)
	(939,780.62)	(704,835.47)	(610,857.40)	(563,868.37)	(469,890.31)	(384,160.08)
	(719,877.28)	(539,907.96)	(467,920.23)	(431,926.37)	(359,938.64)	(100,648.97)
	(15,973.61)	(11,980.21)	(10,382.85)	(9,584.17)	(7,986.81)	(8,524.27)
Total Revenue Generated	8,874,226.84	6,655,670.13	5,768,247.45	5,324,536.10	4,437,113.42	4,913,290.20
Less Exempt Revenue (Total of above)	(1,882,374.65)	(1,411,780.99)	(1,223,543.52)	(1,129,424.79)	(941,187.33)	(994,843.85)
	<u>6,991,852.19</u>	<u>5,243,889.14</u>	<u>4,544,703.92</u>	<u>4,195,111.31</u>	<u>3,495,926.10</u>	<u>#####</u>
Budgeted Revenue (4% discount)	6,712,178.10	5,034,133.58	4,362,915.77	4,027,306.86	3,356,089.05	#####

# **City of Cooper City, Florida Fire Assessment Methodology Report**

**Prepared for the  
City of Cooper City**

**June 6, 2020**



## **Introduction**

The Fire Special Assessment discussed and developed in this report is intended to provide funding for the provision of fire services in the City of Cooper City (the “City”). The City provides fire and EMS services (along with police services) through a contractual arrangement with the Broward Sheriff’s Office (BSO). BSO has provided these services since 2004. Prior to that, the City provided these services with their own employees. The City fire and EMS services include a pumper, quint, and 2 EMS transport-capable EMS vehicles. Prior to fiscal year 1997, the City provided only fire services that also included basic life support (BLS) and was not allowed to provide advanced life support (ALS) to patients. ALS services were provided by Broward County. Fire personnel could treat patients only through BLS services and would then hand them off to either County personnel for initial treatment or private ambulance companies for transport to medical facilities. In 1997, the County allowed cities to receive a Certificate of Necessity (CON) allowing them to provide ALS services. This, in turn, allowed the City to provide direct response and ALS care to patients. To provide the absolute maximum flexibility in staffing, the City then transitioned into a cross-trained environment where firefighters were also certified paramedics. Now, all front-line response personnel are capable of both firefighting and paramedic duties. In 2004, the City hired BSO to provide this service and the personnel were transferred in the BSO system (BSO had taken over this system from Broward County in 2003). BSO currently operates 21 fire EMS stations throughout the county, include Station 28 in Cooper City. Station 28 has a complement of 26 firefighter/paramedics, 9 Driver Engineers, 13 Lieutenants, 4 Captains, 1 Chief, 1 Fire Prevention Officer, and 1 Administrative Specialist. Like most departments, the origins of its operations are rooted in firefighting. The Department protects property with an estimated market value of approximately \$5 billion, and about 86% of this value is residential. Through various interlocal agreements, BSO provides and receives mutual aid from other departments. The last fire assessment methodology was completed May 4, 2011.

**Legal and Procedural Requirements**

Non-ad valorem special assessments for fire services, as repeatedly upheld by the Florida Supreme Court, “must meet two requirements: (1) the property assessed must derive a special benefit from the service provided; and (2) the assessment must be fairly and reasonably apportioned according to the benefits received.” Morris v. City of Cape Coral, 163 So.3d 1174 (Fla. 2015) (citing Sarasota County v. Sarasota Church of Christ, 667 So.2d 180, 183 (Fla. 1995)). The special benefits to assessed properties provided by fire services in the City include, but are not limited to, protecting the value and integrity of improvements, structures, and land, protecting the life and safety of intended occupants in the use and enjoyment of property, lowering the cost of fire insurance by the presence of a comprehensive fire program within the City and limiting potential financial liability for uninsured or underinsured property, containing and extinguishing the spread of fire incidents occurring on property, and reducing the potential of damage and danger to structures and occupants of property from the spread of fire. Fire assessed costs funded by special assessments may include traditional fire department services such as fire suppression as well as educational programs, inspections, and basic life support medical services historically provided by first responders such as firefighters. The assessments may not include costs related to ambulance transport or advanced life support services as the Florida Supreme Court determined that such services do not provide the required special benefit to property. See, City of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002). Often, the broad term EMS is applied to both BLS and ALS responses. Because all front-line personnel are generally both firefighters and paramedics and are capable of providing ALS services, and, by extension, BLS services, we must segregate those costs which are exclusively attributed to ambulance transport or advance life support. The fire services provided by BSO to properties within the City of Cooper City are the type of costs and services that may be included in and funded from a fire assessment such as the one presented in this Report.

The City has adopted Ordinance Number 10-7-1 to provide general authority, procedures, and standards for the imposition of annual fire assessments. The Florida Statutes contain a number of procedural requirements that define the process for adoption of the proposed Fire Assessments to be collected through the uniform tax collection process under Florida Statutes §197.3632

(“Uniform Assessment Collection Act”). The process established in the Ordinance incorporates the current statutory requirements, including, for example, the provision of notice of proposed assessments by mail and by publication and a public hearing prior to final adoption of the assessments. The City currently collects the special assessments on the annual property tax bill under the Uniform Assessment Collection Act and it is expected to continue that practice. The adoption of the Final Assessment Roll and Final Assessment Resolution shall place a lien equal to the amount of the total assessment, including any accrued interest, on each assessed property. If collected on the ad valorem tax bill under the Uniform Assessment Collection Act, such lien is equal in rank and dignity to the lien of all state, county, district, and municipal taxes and other non-ad valorem assessments.

**Estimated Fire Assessed Costs of Services**

BSO is expected to continue providing fire services to the City. BSO has the equipment and fire flow to service each property within the City of Cooper City. The City has identified the costs for that service. The detail of those costs is presented in Table A but are summarized below:

**Summary of City of Cooper City Fire Department Costs  
FY2019-20**

	Fire	EMS	Total
BSO Contract			
Personnel Costs	6,246,257	3,632,372	9,878,629
Operating Costs	506,902	407,162	914,064
Capital Outlay	171,761	99,883	271,644
Transfers and Reserves	143,495	83,447	226,942
<b>Sub-total BSO Contract</b>	<b>7,068,415</b>	<b>4,222,864</b>	<b>11,291,279</b>
City Costs			
City Direct Costs	307,316	178,713	486,029
City Indirect Costs	209,229	121,672	330,901
<b>Total City Costs</b>	<b>516,545</b>	<b>300,385</b>	<b>816,930</b>
<b>Total Program Costs</b>	<b>7,584,960</b>	<b>4,523,249</b>	<b>12,108,209</b>
Less: Program Revenues	(299,266)	(669,356)	(968,622)
<b>Net Program Costs</b>	<b>7,285,694</b>	<b>3,853,893</b>	<b>11,139,587</b>

Personnel and most other costs were allocated based upon the personnel assigned to either fire apparatus or EMS trucks. The organizational chart (Table B) of the department, along with BSO’s FY2019/2020 personnel by position listing, were used to determine the allocation of costs between fire and EMS services. This approach is rooted in the historical operation of the department. Were the EMS/ALS components to be once again removed from the costs of the City, the fire costs would remain: The Quint and the Pumper would be staffed and with the same costs as have been allocated in this study. Some costs, such as medical equipment, which are clearly related to one service delivery or the other, were allocated as noted in Table A. The City has also adopted a full Central Services Cost Allocation Plan (March 26, 2018, and as of September 30, 2017) that assigned central services to using departments and programs. This plan was “Yellow Book” compliant and represents not only a universally accepted cost allocation method for these costs but also one which is required in order to be eligible for reimbursements from the Federal government. To estimate future funding requirements, the apportionment methodology has assumed that these costs would annually increase based upon a 3.75% overall inflation factor. The expected annual costs for the next five fiscal years are presented below; however, the annual assessments should be based upon the City’s expected annual costs adopted during the budget process:

<b>Fiscal Year</b>	<b>Forecasted Costs Net of Program Revenues</b>
2021	7,558,908
2022	7,842,367
2023	8,136,455
2024	8,441,572
2025	8,758,131

The City Commission may elect to include all or some portion of the total budget and projected Fire Assessed Costs in the Fire Assessment.

The Fire Assessed costs, as provided in Ordinance No. 10-7-1, can include, but are not limited to all or any portion of the cost of the provision of fire services, facilities, or programs, referred to collectively in this Ordinance as Fire Services, which provide a special benefit to Assessed Property, and may include, but is not limited to, the following components: (a) the cost of physical construction, reconstruction or completion of any required facility or improvement; (b) the costs incurred in any required acquisition or purchase; (c) the cost of all labor, materials, machinery, and equipment; (d) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (e) the cost of



computer services, data processing, and communications; (f) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (g) the cost of any indemnity or surety bonds and premiums for insurance; (h) the cost of salaries, workers' compensation or other employment benefits; (i) the cost of uniforms, training, travel, and per diem; (j) the cost of construction plans and specifications, surveys and estimates of costs; (k) the cost of engineering, financial, legal, and other professional services and any costs associated with regulatory compliance; (l) the costs of compliance with any contracts or agreements entered into by the City to provide or obtain fire services; (m) all costs associated with the structure, implementation, collection, and enforcement of the Fire Assessments, including any service charges of the tax collector or property appraiser and amounts necessary to off-set discounts received for early payment of Fire Assessments collected pursuant to Section 7.39 of the Code of Ordinances of the City of Cooper City; (n) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of fire services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the city commission by subsequent resolution; (o) a reasonable amount for anticipated delinquencies and uncollectible Fire Assessments; (p) reimbursement to the city or any other person for any moneys advanced for any costs incurred by the city or such person in connection with any of the foregoing components of fire assessed cost. Fire assessed costs may, as determined by Commission, include costs incurred directly or indirectly by the city and costs incurred by another entity for the provision of fire services within the city.

The City may choose to include all or only some of these costs in the fire assessment so long as the total cost assessed does not exceed the actual cost of providing the service and the assessment imposed on a parcel does not exceed the special benefits to that parcel. The costs may be either direct or indirect cost so long as they related to the provision of fire services.

**Determination of Benefit & Delineation of Benefit Area**

An important step in the special assessment process is the determination of special benefit and delineating the geographic area that will benefit from the assessment (the “Benefit Area”). The proposed Fire Assessed Costs will serve all properties within the entire City of Cooper City; thus, the boundary of the Benefit Area is the same as the boundary of the City.

Certain properties in the City will not be required to pay the Fire Assessment – “exempt” property and “excluded” property. “Exempt” properties/structures include properties that receive special benefit from the Fire Assessment but are not charged the Fire Assessment. The exempt category includes all government parcels, but may include other categories as the City may decide from year-to-year to either assess or not assess. The ability to bill and collect special assessments on governmental properties is very limited and generally requires consent of the other governmental entity. Exemptions reflect both legal difficulties with collection of assessments and policy decisions of the City. It is fair and reasonable not to impose the Fire Assessment on such properties. Costs related to exempt properties are included in the cost allocation and assessment calculations so that those costs are not shifted to the assessments imposed on non-exempt properties. The costs related to exempt properties, as measured by the fire assessed costs allocated to those properties in the assessment methodology, must be funded by the City with other lawfully available non-Fire Assessment revenue.

“Excluded” property includes those parcels where no special benefit is provided to the parcel, such as roads and submerged lands. This category also includes any other parcels that may receive some special benefit from the Fire Assessment but, based on a policy determination of the City Commission, do not receive sufficient special benefit to require imposition of the Fire Assessment. Excluded properties are not part of the cost allocation process in the assessment calculations. Only improved properties have been determined to benefit significantly from the provision of the Fire Assessment within the City; therefore, only improved properties with one or more assessable structures present will be assessed. Though unimproved properties may have fire services provided to them, the City Commission has determined that fire services provided to those properties are designed primarily to contain, control, or eliminate the threat of fire to improved properties. The assessment or non-assessment of unimproved properties is a determination made by the elected officials of each community after weighing the relative demand for and benefit from fire services to such property in their community. The Fire Assessment program does not impose an assessment on unimproved property.

### **Cost Allocation Methodology**

The cost allocation and assessment methodology presented in this Report reflect the unique circumstances of the City of Cooper City, which is largely residential in nature, and a smaller amount of non-residential development.

Using the BCPA’s tax roll data, benefited parcels were identified using the various categories of land use codes within that data set. Additionally, and to keep the proposed apportionment categories as close to the existing categories as possible, we relied upon the Fire Class codes currently maintained by the BCPA. The BCPA has previously identified and coded the improved parcels by type and assigned each parcel an appropriate Fire Class Code. We reviewed consistency in this data and it was determined to be of high accuracy. This data has also undergone considerable review over time. The Fire Class codes thus used were as follows:

**Residential (“R”)** This includes all residential dwelling units, be they single family, multifamily, mobile homes, or mobile home lots. This includes separate or attached guest houses or “granny flats” or anything considered a residential dwelling unit.

**Commercial (“C”)** This includes all parcels used for commercial activity, except where otherwise identified by its own Fire Class code, and includes office and retail uses. It also includes recreational vehicle lots converted to a commercial square footage as provided by statute. However, at this time, the City does not have any such property within its boundaries.

**Government (“X”)** This includes any parcel owned by a federal, state, or local government.

**Special (“S”, and generally mixed use)** This includes parcels that have more than one use or improvement and that contains more than one Fire Class code. An example might be a parcel that contains both a warehouse and an office use. Each use will be assigned the cost for that use and is combined for billing purposes as “S”.

**Vacant Parcels Not Developed or Not Benefitted From Fire Assessment (“V”, “A”, or “L”)** These include parcels that do not contain any improvement or structure or otherwise do not benefit from the Fire Assessment

**Institutional (“I”)** This includes nursing homes and substance abuse centers; office mausoleums; utility company depot locations that operate as remote offices; and other sundry uses.

**Warehouse/Industrial (“W”)** This includes manufacturing and processing sites, storage units (whether for commercial or non-commercial purposes), and warehousing sites.

**Miscellaneous (“Y”)** This includes properties that are used for Charitable, Educational, Literary, Scientific, or Religious organizations, or other properties defined under Florida Statutes. These properties may be assessed or may be excluded by the City from year-to-year.

It should also be noted that parcels that can sometimes be exempt from this assessment (e.g., church-owned residential properties, portions of warehouses used for exempt purposes, portions of office buildings used for exempt purposes) remain classified as “R”, “C”, “W”, or “I”, etc., but are not assessed if the City has excluded them from the assessment. Again, these codes are used by BCPA to assist them in the administration of their rolls and we believe them to be highly accurate at the parcel level. If they are not assessed by the City, the costs are NOT re-allocated to the remaining assessable units or categories.

The vacant parcels (“Vacant”, “Acreage”, or “Land”) are a Fire Class that fire call data demonstrated had little demand or did not benefit from the Fire Assessment. The City will not be assessing these parcels.

Each BCPA parcel for the City of Cooper City also has, in addition to a Fire Class code, a Fire Basis element, which indicates the number of applicable billing units located on the parcel. For example, a single-family residential dwelling unit would have a Fire Basis element of “1”, indicating that the fixed residential assessment rate would be multiplied by “1” to arrive at an assessment amount and a duplex residential dwelling unit would have a Fire Basis element of “2”, indicating that the fixed residential assessment rate would be multiplied by “2” to arrive at an assessment amount, and so on. Commercial, Warehouse/Industrial, and Not-for-profit are based upon the square footage of the property. The Fire Class code “S”, Special, generally includes mixed-use parcels that have mixed assessment rates applied to them. The sum of each category (e.g., “Residential”, “Commercial”, etc.) are added together within this coding. The Fire Basis element code associated with this Fire Class code in this category indicates the amount of the assessment for that Fire Class code. The BCPA handles mixed-use parcels as exceptions and manually calculates the assessment based upon the particular mix of uses that exist on those parcels. Mobile Home parks are assessed whether or not a lot/space is occupied. Each mobile home lot/space is assessed a residential assessment rate. The commercial component of a

mobile home park may include a calculation based on the total of any commercial structures located on the parcel plus an assigned commercial structure size of the minimum square footage of 1,200 square feet that is mandated by the Department of Health under Chapter 64E-15.002(3), Florida Administrative Code for Recreational Vehicle Park spaces and a square footage of 500 square feet for tent spaces inside Recreational Vehicle Parks, also as mandated by Chapter 64E-15.002(3), Florida Administrative Code. The City does not have any parks that have only recreational vehicles.

There were 11,914 unique parcels or folio numbers within the City of Cooper City fire assessment district provided to us by the BCPA in June 2020. After eliminating properties owned by governmental units (for which costs were not reapportioned to other parcels), or parcels such as rights-of-way and waterways, we identified a maximum of 11,144 parcels that could potentially be assessed. The remaining parcel counts by BCPA Fire Class category code and use code counts appear below:

**BCPA Fire Class Counts**

Fire Class Category	Category Code(s)	Sum of Total Number of Units	Unit of Measure	Number of Parcels
Commercial	C	1,496,335	Square Feet	153
Land/Vacant Land/Acreage	L/V/A	534	Acres/Other	522
Residential	R	11,662	Dwelling Unit:	10,980
Warehouse/Industrial	W	606,567	Square Feet	10
Not-For-Profit	Y	589,468	Square Feet	20
Mixed Use	S	NA	NA	3
Institutional	I	250,051	Square Feet	9
Government/Exempt	X	938,634	Square Feet	223

Source: 2020 Cooper City Fire June Detail File, Broward County Property Appraiser: Mixed-use "S" appears for informational purposes only. Some parcels have multiple uses; therefore the sum of all parcels is greater than the number of actual parcels (11,914).

The three mixed-used parcels that had combined Fire Class Categories (S) were unpacked into the individual Fire Class Categories and then added to the respective remaining Fire Class Category. The City may not ultimately assess all the properties within these fire class categories for Fire Assessed Costs as the City traditionally has exempted some uses (e.g., non-profits, houses of worship, and other properties also exempt from property taxes) of property from the fire assessment. Commercial, Warehouse/Industrial, and, if levied, Not-

for-profit parcels are assessed based upon each square foot of assessable structure.  
Residential uses are assessed based upon the number of dwelling units.

**Fire/EMS Incidents**

Fire/EMS call for service data is maintained by the Broward Sheriff’s Office (BSO). BSO provided call data related to the City of Cooper City for calendar years 2017, 2018, and 2019. The call data included all dispatched calls for all fire and EMS units at the City’s station. The call data contained fire service calls, calls for EMS services, and all other calls. Because EMS services do not benefit property, this call data was culled from further consideration, leaving only fire service call data in our analysis. We also excluded from the call data incidents that were located outside of the City limits (mutual aid calls).

The City of Cooper City and the Broward Sheriff’s Office use the National Fire Incident Reporting System (NFIRS) for the collection and categorization of all fire and EMS incident types. This system provides not only the nature of the call responded to but also includes the type of property involved in the call. This data forms the basis for determining not only which properties benefit from the Fire Assessment, but also to what degree those types of properties demand service.

During the three-year period (calendar years 2017, 2018, and 2019) studied, the City of Cooper City had a total of 8,428 recorded incidents of which 7,152 were non-fire related calls (generally EMS calls) and 1,276 were fire related. Fire related calls that could be attributed to property benefitted in the City of Cooper City accounted for about 15.1% of all incidents. This is consistent with other suburban municipalities in South Florida. Calls were categorized into the two main categories (Fire and EMS) based upon the Incident Type Number used in the NFIRS coding system. Also placed into the “EMS” category were calls that were clearly not fire related, or clearly did not benefit real property, or the address/location were indeterminate. As noted earlier, mutual aid calls were excluded because they did not benefit Cooper City properties. A list of the types of calls recorded by BSO and how this study categorized them is detailed in Appendix C, *Fire EMS Call Categorization*.

The incident data also includes a “Property Use” code. These codes were then aggregated into larger Property Type codes that could be used to match more closely to the BCPA Category Codes used for fire assessments. The following table details the 1,133 fire service incidents by the categories used to study fire service delivery and their corresponding BCPA Fire Class codes:

**Fire Calls By Fire Class**

Fire Call Categorization	Corresponding BCPA Fire Class Code	Number of Fire Calls	Percent of Total
Commercial	C	249	21.98%
Institutional	I	54	4.77%
Vacant Land	V/A/L	2	0.18%
Residential	R	612	54.02%
Warehouse/Industrial	W	4	0.35%
Government Lands	X	120	10.59%
Not For Profits	Y	92	8.12%
<b>Totals</b>		<b>1,133</b>	<b>100.00%</b>

Percentages are rounded to nearest 1/100<sup>th</sup> by program and may slightly differ from other tables in the report

As previously noted above, there were a total of 1,276 coded fire service incidents and this table includes a sub-set of 1,133 of them. The difference of 143 incidents is attributed to responses to parcels or areas that could not be attributed to any specific Fire Class Code. The overwhelming majority of these calls occurred on streets and roads and for which any particular fire class code could not be determined.

We then recoded the Fire Department incident data Property Type codes to the BCPA Fire Class coding, as detailed in Table C. Then, we assigned the maximum assessment by category and in total, based upon the BCPA final fire use summaries as of June 2020 (the most up-to-date assessment roll at the time of this report) for the City of Cooper City and the maximum expected cost of fire service delivery for fiscal year 2020 and expected through fiscal year 2025, as noted previously in this report. The result produced the following two tables:

**Maximum Fiscal Year 2020 Maximum Fire Assessed Costs And Fire Class Code  
Apportionment**

<b>Class</b>	<b>Base</b>	<b>Percent Apportioned</b>	<b>Generated By Class</b>	<b>New Maximum Rate Per Class</b>
Commercial	1,497,631	21.98%	1,601,395.54	1.0693
Institutional	250,051	4.77%	347,527.60	1.3898
Vacant Land		0.18%	13,114.25	-
Residential	11,652	54.02%	3,935,731.90	337.7731
Warehouse/Industrial	484,837	0.35%	25,499.93	0.0526
Government/Exempt	938,634	10.59%	771,554.99	0.8220
Y- Exempted NFP's	589,468	8.11%	591,015.50	1.0026
		<u>100.00%</u>	<u>7,285,694.00</u>	

(due to rounding, total has differences)

**Maximum Fiscal Year 2025 Anticipated Maximum Fire Assessed Costs And Fire Class  
Code Apportionment**

<b>Class</b>	<b>Base</b>	<b>Percent Apportioned</b>	<b>Generated By Class</b>	<b>New Maximum Rate Per Class</b>
Commercial	1,497,631	21.98%	1,925,037.19	1.2854
Institutional	250,051	4.77%	417,762.85	1.6707
Vacant Land		0.18%	15,764.64	-
Residential	11,652	54.02%	4,731,142.37	406.0369
Warehouse/Industrial	484,837	0.35%	30,653.46	0.0632
Government/Exempt	938,634	10.59%	927,486.07	0.9881
Y- Exempted NFP's	589,468	8.11%	710,459.59	1.2053
		<u>100.00%</u>	<u>8,758,131.00</u>	

(due to rounding, total has differences)

It should also be noted that these tables are developed using the latest property information supplied by the Broward County Property Appraiser’s Office, but this roll will change each year. *The actual unit counts that exist from year-to-year will need to be used in developing the annual rates. As an illustration, the following table shows how the new*



*allocation using the June 2020 roll would change rates. Note, this generates slightly more money than the FY2020 roll due to new construction and minor changes in class codes.*

### **Illustrated Re-Stated FY2020 Rates Using New Roll and Methodology**

<b>Class</b>	<b>Base</b>	<b>Percent Apportioned</b>	<b>Generated By Class</b>	<b>New Rate Per Class</b>	<b>FY2020 Adopted Rate</b>	<b>Rate Difference</b>
Commercial	1,497,631	21.98%	812,501.27	0.5425	0.5427	(0.0002)
Institutional	250,051	4.77%	176,325.34	0.7052	1.4858	(0.7806)
Vacant Land		0.18%	6,653.79	-	0	-
Residential	11,652	54.02%	1,996,875.28	171.3762	161.28	10.10
Warehouse/Industrial	484,837	0.35%	12,937.92	0.0267	0.0348	(0.0081)
Government/Exempt	938,634	10.59%	391,464.44	-	0	-
Y- Exempted NFP's	589,468	8.11%	299,863.98	0.5087	0	0.5087
		<u>100.00%</u>	<u>3,696,622.03</u>			
			(391,464.44)	less: Government/Exempt		
			(299,863.98)	less: NFP exempted		
			(78,565.13)	less: Institutional with Exemption		
			(6,653.79)	less: Vacant Lands		
			<u><b>2,920,074.69</b></u>	<b>Net Total</b>		

**(continued on next page)**

## **Benefit and Fair Apportionment**

The improved properties in the City are found to benefit from a special assessment because fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements, structures and land through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire program; and (iv) containing fire incidents occurring on land and within miscellaneous buildings with the potential to spread and endanger other property and property features. Further, the availability and provision of comprehensive fire services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and the property and rental values within the assessable area.

The costs of the assessment have been fairly apportioned. While there can many ways to fairly apportion the costs of the fire services to benefited properties, we note the following:

Apportioning costs among classifications of property based upon the historical demand for fire services is a fair and reasonable method because it reflects the property uses' potential fire risk based upon building use and is a reasonable proxy for the amount of fire flow, firefighters training and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the City's standards and practices.

Apportioning costs among classifications of property based upon both historical demand for fire services is fair and reasonable and proportional to the special benefit received, and will ensure that no property is assessed an amount greater than the special benefit received.

Apportioning the percentage of the fire assessed costs relating to historical calls for service among classifications of property is fair and reasonable because it reflects the property uses' potential fire risk based upon use and is a reasonable proxy for the amount of fire flow, firefighters training, and experience, quantity and size of apparatus,

and other special firefighting equipment that must be available in accordance with the City's standards and practices.

The fire incident reports (NFIRS) are the most reliable data available to determine the potential demand for fire services from property use and to determine the benefit to property use resulting from the demand for fire services to protect and serve buildings and land located within assessed property and their intended occupants. There exist sufficient fire incident reports that document the historical demand for fire services from assessed property within the property use categories. The relative demand that has been determined for each property use category by an examination of such fire incident reports is consistent with the experience of the City. Therefore, the use of the relative percentages that were determined by an examination of fire incident reports is a fair and reasonable method to apportion the fire assessed costs among the property use categories.

Neither the size nor the value of the residential property determines the scope of the required fire response. The potential demand for fire services is driven by the existence of a dwelling unit and the anticipated average occupant population.

Apportioning the percentage of the fire assessed costs relating to the relative demand for fire services attributable to residential property on a per dwelling unit basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical call data.

The separation of non-residential property buildings by actual square footage is fair and reasonable for the purpose of parcel apportionment for the relative demand because the demand for fire service is determined and measured by the actual square footage of structures and improvements within benefited parcels.

The greater the building area, the greater the potential for a large fire and the greater amount of firefighting resources that must be available in the event of a fire in a structure of that building's size and therefore a greater benefit based upon building area.

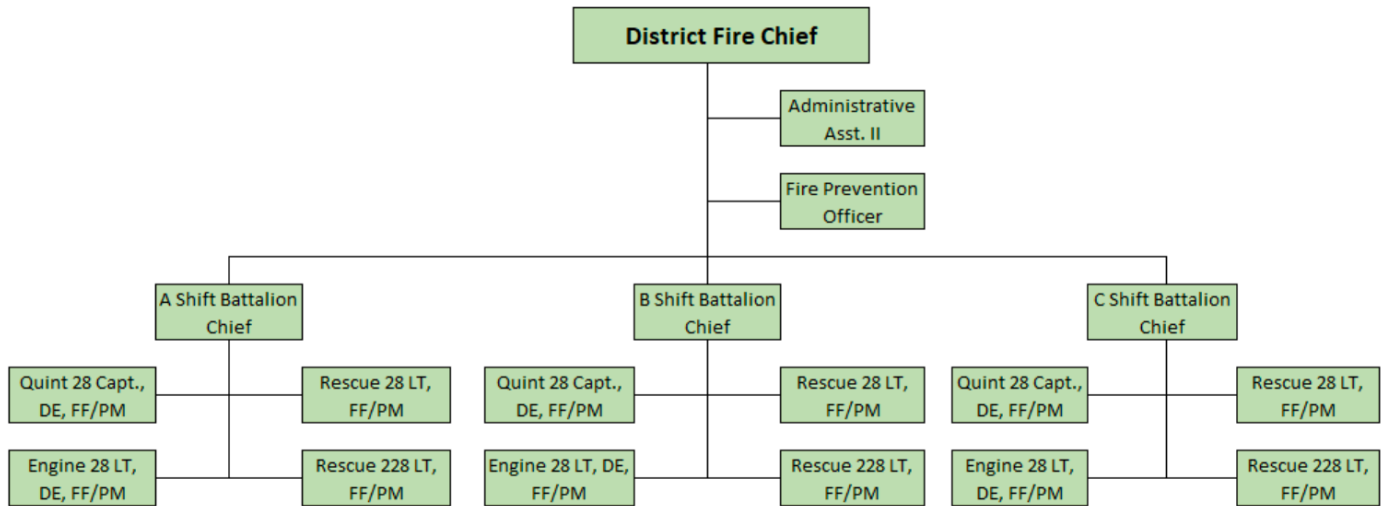
We believe that the apportionment methodology prepared here is fair and reasonable and benefits the property that will be assessed and that it fits the particular properties in and nature of the City of Cooper City.

## Table A

### City of Cooper City Fire EMS Budget Total Allocated For Assessment, FY2020 BSO

	FY20	Fire Allocation	EMS Allocation	FIRE COSTS	EMS COSTS
<b>Personnel Costs</b>					
Regular Salary	5,628,229	63%	37%	3,558,729.20	2,069,499.80
Overtime	450,000	63%	37%	284,535.00	165,465.00
Special Pay	17,402	63%	37%	11,003.28	6,398.72
FICA	459,997	63%	37%	290,856.10	169,140.90
Retirement, Regular	5,667	63%	37%	3,583.24	2,083.76
Retirement, Special Risk	1,368,203	63%	37%	865,114.76	503,088.24
Retirement, DROP, SR	18,091	63%	37%	11,438.94	6,652.06
Life and Health	906,962	63%	37%	573,472.07	333,489.93
OPEB	96,733	63%	37%	61,164.28	35,568.72
IAFF-BIVA	194,465	63%	37%	122,960.22	71,504.78
Workers' Compensation	238,262	63%	37%	150,653.06	87,608.94
Overhead Allocation	494,618	63%	37%	312,746.96	181,871.04
<b>Operating Expenditures</b>					
Professional Services	7,980	63%	37%	5,045.75	2,934.25
Travel	1,500	63%	37%	948.45	551.55
Communications, Fixed	600	63%	37%	379.98	220.62
Communications, Portable	4,100	63%	37%	2,592.43	1,507.57
Communications, Aircards	2,700	63%	37%	1,707.21	992.79
Utility Services	20,000	63%	37%	12,646.00	7,354.00
Water and Sewer	11,000	63%	37%	6,955.30	4,044.70
R/L Office Machines	2,700	63%	37%	1,707.21	992.79
R/L Equipment	29,000	63%	37%	18,336.70	10,663.30
R/L Building/Grounds	140,627	63%	37%	88,918.45	51,708.55
Insurance	65,817	63%	37%	41,616.09	24,200.91
R/M Equipment	23,769	63%	37%	15,029.14	8,739.86
R/M Vehicles	173,800	63%	37%	109,893.74	63,906.26
R/M Building and Grounds	30,500	63%	37%	19,285.15	11,214.85
R/M Communications Equipment	1,050	63%	37%	663.92	386.09
Printing and Binding	400	63%	37%	252.92	147.08
Other/Chg/Obi Laundry	7,000	63%	37%	4,426.10	2,573.90
Datat Processing	5,589	63%	37%	3,533.92	2,055.08
Office Supplies Miscellaneous	5,225	63%	37%	3,303.77	1,921.23
Office Supplies Office	4,000	63%	37%	2,529.20	1,470.80
Office Supplies Janitorial	10,300	63%	37%	6,512.69	3,787.31
Gas/Oil/Lub	65,000	63%	37%	41,099.50	23,900.50
Tools	5,000	63%	37%	3,161.50	1,838.50
Kitchen Supplies	2,000	63%	37%	1,264.60	735.40
Operating Supplies Institutional	89,498	10%	90%	8,949.80	80,548.20
Operating Supplies, Other	44,000	10%	90%	4,400.00	39,600.00
Uniforms	76,802	63%	37%	48,561.90	28,240.10
Computers Less Than \$1,000	6,250	63%	37%	3,951.88	2,298.13
Software less than \$1,000	2,848	63%	37%	1,800.79	1,047.21
Books, Publications, Dues	800	63%	37%	505.84	294.16
Dues/Memberships	300	63%	37%	189.69	110.31
Education/Tuition Reimbursement	6,000	63%	37%	3,793.80	2,206.20
Training	4,500	63%	37%	2,845.35	1,654.65
<b>Debt Service, Principal, Radios</b>	<b>55,485</b>	<b>63%</b>	<b>37%</b>	<b>35,083.17</b>	<b>20,401.83</b>
<b>Debt Service, Interest, Radios</b>	<b>7,924</b>	<b>63%</b>	<b>37%</b>	<b>5,010.35</b>	<b>2,913.65</b>
<b>Capital Outlay</b>					
Machinery and Equipment	181,300	63%	37%	114,635.99	66,664.01
Lease Purchase Equipment	90,344	63%	37%	57,124.51	33,219.49
<b>Transfers and Reserves</b>					
Transfer to County General Fund	182,855	63%	37%	115,492.76	67,162.24
OPEB Reserve	44,287	63%	37%	28,002.67	16,284.33
<b>Total Expenditures, BSO</b>	<b>11,291,279</b>			<b>7,068,415</b>	<b>4,222,864</b>
<b>City Direct Costs</b>					
Legacy Pension Costs	294,036	63%	37%	240,165.88	139,663.12
Property Appraiser/Tax Collector Fees	30,700	63%	37%	19,411.61	11,288.39
Fire Assessment Methodology Study	44,000	63%	37%	27,821.20	16,178.80
Traning Supplies	3,000	63%	37%	1,896.90	1,103.10
CERT Supplies and Events	8,500	63%	37%	5,374.55	3,125.45
Legal	20,000	63%	37%	12,646.00	7,354.00
<b>Total City Direct Costs</b>	<b>486,029</b>			<b>307,316</b>	<b>178,713</b>
<b>City Indirect Costs</b>					
Building Depreciation	69,756	63%	37%	44,106.72	25,649.28
Non Departmental	24,910	63%	37%	15,750.59	9,159.41
Administration	12,714	63%	37%	8,039.06	4,674.94
Finance	2,973	63%	37%	1,879.83	1,093.17
Legal	104,090	63%	37%	65,816.11	38,273.89
Property Maintenance	106,169	63%	37%	67,130.66	39,038.34
Road and Bridge/Streets	10,289	63%	37%	6,505.73	3,783.27
<b>Total City Indirect Costs</b>	<b>330,901</b>			<b>209,229</b>	<b>121,672</b>
<b>Total Fire Budget</b>	<b>12,108,209</b>			<b>7,584,960</b>	<b>4,523,249</b>
<b>Program Revenues</b>					
State Fire Pension Funds	188,622	63%	37%	119,265.69	69,356.31
Fire Inspections	180,000	100%	0%	180,000.00	-
EMS Transport	600,000	0%	100%	-	600,000.00
<b>Total Program Revenues</b>	<b>968,622</b>			<b>299,265.69</b>	<b>669,356.31</b>
<b>Net Program Costs</b>	<b>11,139,587</b>			<b>7,285,694</b>	<b>3,853,893</b>

**Table B**  
**BSO Station 28 Organizational Chart**  
**For FY2019-2020**



## Appendix C

### Fire EMS Call Categorization

NFIRS Property Use Description	BCPA Fire Code
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Adult education center, college classroom	Z
Alcohol or substance abuse recovery center	I
Amusement center, indoor/outdoor	C
Athletic/health club	C
Bank	C
Bar or nightclub	C
Boarding/rooming house, residential hotels	C
Bowling establishment	C
Business office	C
Campsite with utilities	C
Church, mosque, synagogue, temple, chapel	Y
Clinic, clinic-type infirmary	C
Clinics, doctors offices, hemodialysis cntr, other	C
Communications center	C
Computer center	C
Construction site	C
Convenience store	C
Convention center, exhibition hall	C
Crops or orchard	L
Day care, in commercial property	C
Department or discount store	C
Dock, marina, pier, wharf	C
Doctor, dentist or oral surgeon office	C
Dump, sanitary landfill	W
Eating, drinking places, other	C
Educational, other	C
Electrical distribution	W
Elementary school, including kindergarten	X
Energy production plant, other	W
Fire station	X
Flammable liquid distribution, F.L. pipeline	W
Food and beverage sales, grocery store	C
Forest, timberland, woodland	L
Funeral parlor	C
Gas distribution, gas pipeline	W
General retail, other	C
Graded and cared-for plots of land	L
Health care, detention, & correction, other	I
High school/junior high school/middle school	X
Hospital - medical or psychiatric	I
Hotel/motel, commercial	C
Household goods, sales, repairs	C
Ind., utility, defense, agriculture, mining, other	W
Industrial plant yard - area	W
Laboratory or science laboratory	C
Livestock, poultry storage	C
Manufacturing, processing	C
Mental retardation/development disability facility	I
Mercantile, business, other	C
Mine, quarry	W
Motor vehicle or boat sales, services, repair	C
Movie theater	C
Multifamily dwelling	R
Museum	X
Office: veterinary or research	C
Oil or gas field	W
Open land or field	L
Outside material storage area	W
Personal service, including barber & beauty shops	C
Police station	X
Preschool	C
Professional supplies, services	C
Public or government, other	X
Recreational, hobby, home repair sales, pet store	C
Reformatory, juvenile detention center	I
Residential board and care	I
Residential or self-storage units	W
Restaurant or cafeteria	C
Sanitation utility	W
Schools, non-adult, other	C
Service station, gas station	C
Specialty shop	C
Stadium, arena	Z
Textile, wearing apparel sales	C
Utility or Distribution system, other	W
Vacant lot	L
Variable-use amusement, recreation places, other	C
Vehicle storage, other	W
Warehouse	W
Water utility	W
Yacht Club	C



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Administration/Administrative Services

**SUBJECT:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING THE AMENDED COOPER CITY MANUAL OF PERSONNEL POLICIES, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS: PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. – **Administration/Administrative Services**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval of the revised Personnel Policy Manual (PPM).

**BACKGROUND OF ITEM:**

The Personnel Policy Manual (PPM) was last revised in 2015.

**ANALYSIS:**

Over the last few months city staff and the City Attorney’s Office has been revising the PPM. According to city charter, the PPM must be approved by the City Commission.

NOTE: Formatting of the PPM will occur after all content is reviewed.

**FISCAL IMPACT:**

N/A

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>

**ALTERNATIVES:**

Keep the current Personnel Policy Manual

**ATTACHMENTS:**

1. 2021 Proposed Personnel Policy with track changes
2. 2015 Personnel Policy Manual



**RESOLUTION NO. 21-34**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING THE AMENDED COOPER CITY MANUAL OF PERSONNEL POLICIES, ATTACHED HERETO AS EXHIBIT “A,” AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS: PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City adopted a new Manual of Personnel Policies pursuant to Resolution No. 12-4-1, which established rules governing employment with the City; and

**WHEREAS**, the City Commission approved first, second and third amendments to the Manual of Personnel Policies pursuant to Resolutions 13-4-1, 13-10-8 and 15-9-3, respectively; and

**WHEREAS**, City Administration has recommended a fourth amendment to the City’s Manual of Personnel Policies, as set forth in Exhibit “A”; and

**WHEREAS**, the City Commission is desirous of adopting said recommendations; and

**WHEREAS**, the City Commission finds that adopting the revisions to the City’s Manual of Personnel Policies as set forth in this resolution is in the best interest of the citizens, residents and employees of the City.

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

**Section 1:** The foregoing “WHEREAS” clauses are hereby ratified and confirmed by the City Commission and are incorporated herein by this reference. All exhibits attached hereto are incorporated herein and made a part of this Resolution.

**Section 2.** That the City’s Manual of Personnel Policies is hereby amended as shown on Exhibit “A”, attached hereto and made a part hereof by this reference.

**Section 3.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 4.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be construed as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

**Section 5.** This Resolution shall become effective upon its passage and adoption by the City Commission.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2021.**

\_\_\_\_\_  
GREG ROSS  
Mayor

ATTEST:

\_\_\_\_\_  
KATHRYN SIMS, CMC  
City Clerk

**ROLL CALL**

Mayor Ross \_\_\_\_\_  
Commissioner Green \_\_\_\_\_  
Commissioner Meltzer \_\_\_\_\_  
Commissioner Pulcini \_\_\_\_\_  
Commissioner Shrouder \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
JACOB G. HOROWITZ  
City Attorney

Style Definition: TOC 4

# CITY OF COOPER CITY PERSONNEL POLICY MANUAL



**JULYNE 2021**

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**RECEIPT FOR PERSONNEL POLICY MANUAL (PPM)**

I acknowledge that I have received a copy of the City of Cooper City's ~~Manual of Personnel Policies~~Personnel Policy Manual (PPM). I agree to read it thoroughly, including the statements in the foreword describing the scope and purpose of the ~~Manual of Personnel Policies~~Personnel Policy Manual. I agree that if there is any policy or provision in the ~~Manual of Personnel Policies~~Personnel Policy Manual that I do not understand, I will seek clarification from the City Clerk's Office. I understand that the City of Cooper City is an "at will" employer and as such, my employment with the City of Cooper City is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the City has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand the ~~Manual of Personnel Policies~~Personnel Policy Manual states the City of Cooper City's policies and practices in effect on the date of publication. The policies contained in this manual supersede any and all prior practices, oral and written representations, or statements regarding the terms and conditions of employment with the City of Cooper City. I understand that nothing contained in the ~~Manual of Personnel Policies~~Personnel Policy Manual may be construed as creating a promise of future benefits or a binding contract with the City of Cooper City for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time with or without notice.

**Please sign and date this receipt and return it to the City Clerk's Office.**

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

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

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

**\*\*~~REMOVE PLACE THIS PAGE IN FOR PERSONNEL FILE~~\*\***

### SCOPE AND PURPOSE

That this ~~Manual of Personnel Policies~~Personnel Policy Manual supersedes previously adopted policies which were set forth by prior motion, resolution or established City-wide personnel policy set forth via memorandum or past practice by the City of Cooper City. This ~~Manual of Personnel Policies~~Personnel Policy Manual will govern working conditions for all employees including elected officials and Department Directors and may be amended from time to time at the City Manager's discretion.

This ~~Manual of Personnel Policies~~Personnel Policy Manual is to let employees know what to expect from the City and what the City expects from employees. The City reserves the right to make personnel policy changes when those changes are in the City's best interest. The City reserves the right to interpret policy and make policy decisions.

This ~~Manual of Personnel Policies~~Personnel Policy Manual renders previous department policies and procedures in conflict herewith void. Any departmental level changes to address department operational needs not addressed in this manual must have the prior written consent of the City Clerk/Director of Administrative Services and the City Manager.

In the event of a conflict between a collective bargaining agreement covering any City employees and this PPM, or any other policy issued by the City, the applicable provision(s) of the collective bargaining agreement controls.

~~Cooper City's mission is to provide excellent services and facilities to support a high quality of life for our residents. A high standard of customer service is encouraged and expected for every position held throughout the City to maintain Cooper City's designation of "Someplace Special."~~

Cooper City's Mission Statement and Core Values

#### MISSION STATEMENT

Every day, Cooper City staff is focused on enriching the lives of our residents and supporting our local businesses by creating a fiscally responsible, friendly, and exemplary environment by providing the highest quality of public services that enable our community to thrive and prosper.

#### CORE VALUES

##### Professionalism

We are high-visibility public servants for our hometown; our quality of work, behavior, attitude, and appearance must always reflect this special role.

##### Integrity

We are entrusted with running "Someplace Special;" that privilege must never be abused for personal gain, financial or otherwise; we are committed to actions that foster the public's trust and confidence.

##### Customer Service

We will consistently treat our residents and businesses with the level of compassion, care,

responsiveness, and respect that we would expect if we were in their shoes.

**Innovation**

We are progressive problem solvers who embrace a culture of innovation, creativity, and outside-the-box thinking; “this is the way it has always been done” is not an acceptable approach or answer in our line of business.

**Respect**

We treat our colleagues and residents accordingly; with due respect and with the understanding that our individual words and deeds reflect on the entire organization.

**Teamwork**

We work together collegially, fully focused on achieving our shared organizational goals and setting aside any personal differences that could hinder progress. We work collaboratively with our residents, businesses, and stakeholders to address their needs.

DRAFT

**SECTION ONE: EMPLOYMENT POLICIES AND PROCEDURES**

**1.1. EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the City of Cooper City to grant equal employment opportunities to all employees and qualified applicants without regard to race, creed, color, sex, gender identity, religion, age, national origin, disability, veteran status, genetic information, marital status, sexual orientation, citizenship status or any other category protected by federal, state, or local laws. The City's policy of equal employment opportunity applies to all terms and conditions of employment including hiring, placement, promotion, terminations, layoff, transfer, compensation and training, organizational levels and job classifications within the City.

**1.2. ACCOMMODATION POLICY PURSUANT TO THE AMERICANS WITH DISABILITIES ACT  
Americans with Disabilities Policy**

The Americans with Disabilities Act (ADA) is a federal law that prohibits employers with 15 or more employees from discriminating against applicants and employees with disabilities. It also requires employers to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job functions of the position.

~~It is the policy of the City of Cooper City to offer equal employment opportunities to disabled applicants and employees in all phases of employment including the application process, performance of essential job functions, and benefits. Cooper City complies with all applicable laws concerning the employment of individuals with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Cooper City does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.~~ Under this policy, reasonable accommodation is defined as any modification or change to a job, employment practice, or work environment which makes it possible for a qualified applicant or employee with a known disability to enjoy equal employment opportunities, as long as this does not create an undue hardship for the City or threaten the employee's health and/or safety or the health and/or safety of others at work. The City reserves the right to make all work-related decisions concerning reasonable accommodation, disabilities, and ~~diseases~~ health conditions based on the legitimate business interests of the City. These decisions will exemplify and take into consideration the City's commitment to affording equal employment opportunities to qualified applicants and employees. Individuals who are currently using illegal drugs are excluded from the definition of an "individual with a disability" and therefore, the ADA does not apply in such circumstances coverage under the company ADA policy. Any questions or complaints regarding this policy ~~policy~~ including the resolution of reasonable accommodation, safety, direct threat and undue hardship issues should be addressed with the City Clerk/Director of Administrative Services.

**1.3. EMPLOYMENT PROCESS**

Application for Employment

All parties interested in applying for a position with the City of Cooper City ~~shall~~must accurately complete the entire employment application. All applicants for employment ~~shall be~~are required to furnish complete job-related information relevant to the requirements of the position or vacancy for which they are applying; as well as a chronological statement of previous employment. Employment applications may only be accepted by the City Clerk’s Office.

~~After an offer of employment is made, Successful~~ candidates must pass a pre-employment drug test~~drug screen~~, pre-employment physical examination, tuberculin screening, criminal background check, driving record check, references review, and educational/employment experience verification. When a background check finds that a criminal offense has occurred, several factors will be considered such as the nature of the criminal act and when it occurred. If there are additional employment requirements, the applicant may be required to bear that cost. The City Manager will have the final hiring decision in this regard.

Recruitment

When a vacancy occurs or if a new position is duly authorized, the responsible Department Director shall submit a requisition to the Human Resources Administrator for each such vacancy. All departments ~~shall~~must work cooperatively with the City Clerk’s Office in planning for new positions. Vacant positions within the City may be advertised and filled as determined by the City Manager. Employees desiring to be considered for any vacancy ~~shall~~must ~~make written application~~ apply in accordance with the job announcement.

Disqualification

The Department Director may remove from further consideration, at any time, the application of any applicant who:

1. Does not possess the minimum job qualifications;
2. Has made false statements or practiced deception in the application;
3. Fails to cooperate (to any extent) with the City;
4. Fails to accept appointment within two days or to report for duty within the time prescribed in the offer; or
5. Fails to meet any additional requirements as may be deemed necessary.

Selection

Each job description contains minimum qualifications, which must be met by an applicant in order to be considered for the specific position. The selection to fill open positions ~~shall~~will be based on the most qualified applicant. The City ~~shall ensure compliance~~will comply with F.S. Chapter 295, ~~as concerns with regard to~~ Veterans’ preference. The City ~~shall endeavor to~~will ~~may~~ interview current City employees who ~~make written application~~apply and meet the minimum requirements for the position. The hiring department ~~shall~~must contact a minimum of two business and two personal references.

Upon completion of the interview process, the hiring official ~~shall~~must notify the City Clerk’s Office of the proposed candidate selected and forward documentation to substantiate that the most qualified candidate has been selected. The City Clerk’s Office will arrange the necessary pre-employment testing. Applicants may not begin work until receipt of a Personnel Action Report signed by Human Resources and the City Manager.

Rejection

~~The hiring department shall notify all applicants interviewed whenever an applicant is rejected.~~

**1.4. EMPLOYMENT OF RELATIVES**

The City does not permit the employment of relatives (nepotism) or members of the same household under any of the following circumstances:

1. Where one of the parties would have authority or be in a position to directly or indirectly supervise, appoint, remove, or discipline the other.
2. Where one party would be responsible for auditing or evaluating the work of the other.
3. Where both parties would report to the same immediate supervisor.
4. Where both parties would work in the same department.
5. Where circumstances exist that could create a conflict of interest or an unsuitable working arrangement that could have a negative impact on employee morale or service to citizens.

The City Manager has the final determination as to what constitutes a conflict of interest or unsuitable working arrangement. If two employees change their family relationship by marriage, adoption, or other means so as to come in conflict with ~~these prohibitions~~any of the above, one of them ~~shall~~may be transferred to a different department if possible, ~~granted a waiver by the City Manager, or~~and if not possible, the two parties must decide which party will be separated from City service. If a decision is not made by the parties within ten (10) working days, the City Manager will make the final decision as to which employee will be separated from service with the City.

The City Manager may waive this policy when it is deemed in the best interest of the City to do so. For the purpose of this policy, a relative is defined as an employee’s spouse;; domestic partner;; parent or parent-in-law;; grandparent;; sibling or sibling-in-law (step-sibling);; child or child-in-law (step-child);; uncle;; aunt;; cousin;; nephew;; or niece, whether biological or through marriage. For parent, sibling or child this is defined as biological, adopted, foster, step-parent/step-child/step-brother/step-sister or legal ward. If any person so related is subject to promotion or advancement or a raise in pay status other than cost-of-living increases, the appropriate Department Director ~~shall~~must present the proposed change to the City Manager for clarification and determination.

**1.5. IMMIGRATION CONTROL-VERIFY AND I-9 FORM**

The City is ~~committed to hiring only~~ required by law to confirm that its employees are authorized workersto work in the United States. Each new employee must provide documentation to verify both identity and authorization to work in the United States by completing the I-9 form, which the City will then route through this country using the electronic E-Verify system. ~~and to complete the I-9 form.~~ The City participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S. If E-Verify cannot confirm that you are authorized to work, the City will provide you with written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue. The City may only use E-Verify once an employee has accepted a job offer and completed the Form I-9.

If an employee cannot provide these required E-Verify documents within three business days of hire, they may be either dismissed or suspended without pay until the required documents are produced. If the employee is suspended without pay and does not produce the documentation within 10 calendar days, the employee will be terminated. Records regarding employment verification will be maintained pursuant to the instructions provided by the E-Verify System. ~~Both the employee and the City representative will sign the I-9 form certifying that the documents are valid. Information may be shared with Social Security Administration and the Department of Homeland Security from each new employee's Form I-9 to confirm work authorization.~~

E-Verify

~~This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S. If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment. Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.~~

**1.6. EMPLOYEE CATEGORIES**

The City of Cooper City is an "at will" employer and as such employment with the City of Cooper City is not for a fixed term or definite period and may be terminated at the will of either party, the City or the employee for any reason, with or without cause, and without prior notice. While there may be a disciplinary process in place, in certain situations, the City may make the decision to terminate the employee without first taking these disciplinary steps.

Elected Officials

The City's Elected Officials may be afforded benefits and other terms and conditions of employment that differ from those provided in this ~~Manual of Personnel Policies~~ Personnel Policy Manual, as provided by law.



Managerial Employees

An employee may be appointed to a management position by the City Manager. Reference to this status is generally included in the job description. The City Clerk/Director of Administrative Services maintains a list of all management positions. Managerial employees may have benefits that differ from those provided in the ~~Manual of Personnel Policies~~ Personnel Policy Manual.

Probationary Employees

The term "probationary" refers to employees who are currently under probation, which is a six (6) month working test period for new full-time and part-time employees.

Regular/Full Time Employees

The term "full time" refers to all employees who have successfully completed their probationary period and whose normal workweek ~~shall consist~~ of not less than forty (40) hours, not including the unpaid lunch hour. It may begin on any day of the week and at any hour of the day, and need not be the same for all departments and all employees.

Seasonal Employees

The term "seasonal" refers to all non-contracted employees who work for the City for a designated period of time, such as the summer, and work 75% of their hours within a six-month period. These employees may be scheduled to work up to 40 hours per workweek, at the discretion of the Department Director. Seasonal employees will not receive annual evaluations. Time spent in a seasonal appointment will not be credited toward length of City service in the event a transfer to a regular position occurs. Seasonal employees shall be paid at their normal rate of pay for scheduled City holidays for which they work. Seasonal employees who do not work on scheduled City holidays will not receive pay for those days. ~~Seasonal employees are eligible to participate in the same International City/County Management Association ("ICMA") products offered to general employees as well as the City County Credit Union. No other benefits are provided for seasonal employees.~~

Part-time (PT29)

The term "Part Time 29" refers to all employees whose normal workweek consists of less than 30 hours. The employees in this category are eligible for a Cost of Living Adjustment (COLA) and performance based merit increases in the same as may be granted to full-time employees. PT29 employees will ~~not~~ receive annual evaluations. Increases will be at the discretion of the Department Director ~~by Class/Step per~~ but will remain within the range of the position and in accordance with budgeted increases. PT29 employees shall will be paid at their normal rate of pay for scheduled City holidays for which they work. PT29 employees who do not work on scheduled City holidays will not receive pay for those days. ~~PT29 employees are eligible to participate in the same ICMA products offered to general employees and the City County Credit Union.~~ Participation in the Florida Retirement System (FRS) is compulsory and none of these benefits are credited retroactively. No other benefits are provided for the PT29 employees.\*

\*Effective April 15, 2013, the current ~~six~~ 2 PT20 employees will transition to the PT29 category and will continue to receive the benefits (vacation and sick leave) which were in effect for the PT20 category immediately preceding this amendment. This policy shall be in effect until these ~~six~~ two employees separate from service or as may be amended from time to time.

Volunteer

An individual or group who provides their time, talent and abilities to perform assigned tasks at the direction of the City Commission, City Manager and/or Department Directors, without expectation of any type of compensation.

Intern

Intern hours vary by department. Prospective interns will work out a mutually agreed upon schedule with the department with the goal of a minimum of 15 hours a week when feasible (please refer to Intern Program Policy in the Administrative Policy Manual).

Acting appointment

Acting appointment to a position in a higher class ~~shall~~ must be approved by the City Manager. Persons appointed in an acting capacity for a period exceeding ten (10) days will receive additional compensation up to 10% of ~~his/her/their~~ current rate of pay ~~or a maximum of four in-grade steps~~. Acting appointments to a Department Director level require approval from the City Manager with notification to the City Commission.

**1.7. PROBATION**

The probationary period is a working test period used by the supervisor and Department Director to closely observe a new ~~new~~ or newly-promoted employee's work. It will be utilized to review the ~~new~~ employee's performance to determine if they meet the required standards. All appointments to positions made from outside employment, by promotion from within the service, by transfer, or by reassignment ~~shall be~~ is subject to the probationary period. The probationary period ~~shall will~~ will begin immediately upon hire or promotion and ~~shall will~~ will be for a period of six (6) months unless the position requirements and job posting clearly provide for an extended probationary period. In no case ~~shall may~~ may the probationary period extend beyond one (1) year.

During an employee's probationary period, performance will be closely reviewed to determine the employee's ability to carry out assigned tasks, efficiency, and other characteristics relative to the requirements of the position. Probationary employees will be evaluated by a supervisor and/or Department Director at three month intervals. A probationary employee who has received any form of disciplinary action during their probationary period may not ~~receive a regular appointment~~ pass the probation period.

Appointment to regular status is not automatic upon the expiration of the probationary period. In order to obtain an appointment to regular status, the new employee must have received a completed satisfactory performance evaluation.

Rejection-Termination During Probation

If, at any time during the probationary period, the immediate supervisor or Department Director ~~, or City Clerk/Director of Administrative Services~~ deems the employee's performance to be unsatisfactory, he or she may recommend to the City Manager that the employee be terminated. If the ~~Department Director and the~~ City Manager agrees that termination is warranted, the employee may be terminated without explanation at any time with or without cause and without the right of appeal or hearing ~~in any manner~~ regarding the termination.

Promotion While On Probation

An employee must complete ~~the a current~~ probationary period before being considered for any promotion or change to another position within the City, unless approved by the City Manager.

Probation and Vacation Benefits

Vacation leave will accrue from date of hire, but ~~P~~probationary employees are not eligible for vacation benefits, with the exception of newly promoted existing probationary employees, and unless approved by the City Manager. Any break from service during probation will be without payout of vacation leave accrual.

**1.8. WORKWEEK/OVERTIME/CALL BACK**

**A. ~~TYPICAL CONDITIONS~~OVERTIME**

The Fair Labor Standards Act ("FLSA") divides all employees into two categories, exempt and non-exempt, with respect to minimum wage and overtime requirements. Employees will be advised of their classification.

Exempt employees are classified as such if their job duties are exempt from the minimum wage and overtime provisions of the FLSA. Their salaries are calculated on an annual basis. Exempt employees are not eligible for overtime pay

Non-exempt employees are eligible for overtime pay and subject to minimum wage requirements.

**NON-EXEMPT EMPLOYEES**

All non-exempt employees are required to record the commencement and end of their workday using the timekeeping system established by the City. Employees are not permitted to punch in or otherwise record the commencement of their workday unless they are proceeding directly to their assigned work area or upon approval, an administrative office, including the Human Resources Department or City Manager's office. ~~Non-exempt employees are also required to record the start and end of their meal periods.~~

Non-exempt employees are prohibited from performing “off-the-clock” work, meaning work before or after their scheduled shift or during their unpaid break periods. Employees who perform work prior to clocking in, after clocking out, or during their unpaid break period must seek prior approval from their supervisor prior to performing such work unless emergency circumstances otherwise prevent such approval. In instances in which the employee was unable to obtain prior approval, the employee must immediately report the work performed to their supervisor so that all hours worked can be compensated accordingly.

If a non-exempt employee has an error recording the employee’s time in accordance with this policy, the employee is required to immediately notify their supervisor or Department Head so that the supervisor/Department Head can take appropriate steps to correct the timekeeping system.

In computing hours worked for pay purposes, the hours will be broken into quarter hours as follows:

- 01 – 07 minutes round down to the nearest hour
- 08 – 22 minutes round to 15 minutes after the hour
- 23 – 37 minutes round to 30 minutes after the hour
- 38 – 52 minutes round to 45 minutes after the hour
- 53 – 59 minutes round up to the next hour.

Zero tolerance policy: Alteration, falsification or tampering with time and attendance records will result in discipline, up to and including termination from employment.

**EXEMPT EMPLOYEES**

Exempt employees are not required to punch in or out from the timekeeping system at the commencement or end of their workday, unless otherwise directed by the Department Head or City Manager.

**OVERTIME**

Overtime is paid to non-exempt employees at a rate of one and one-half the employee’s regular rate of pay and must be calculated in accordance with the Fair Labor Standards Act (FLSA).

Only hours actually worked count as time worked for the calculation of overtime.

Non-exempt employees are eligible for overtime time pay for all hours worked over 40 per work period. These employees are compensated as follows: (i) an hourly rate of at least the statutory minimum wage for all hours worked up to 40 hours per work week; and (ii) one and one-half (1½) times the employee’s regular pay rate for all hours worked over 40 hours per work week.

It is the City’s policy to keep overtime work to a minimum and supervisors are responsible for planning and scheduling work assignments and projects so that they can be performed within the non-exempt employees’ regularly scheduled hours. An employee’s work schedule may be flexed (start or end time adjusted) to avoid the payment of overtime. Example: If an employee

works one additional hour of work on a Monday, the employee may be told to come to work one hour later or leave one hour earlier on one of the remaining ~~work days~~workdays in the same ~~work week~~workweek. All overtime work must be approved in advance by the employee's supervisor and Department Head. If an employee works overtime hours that are not approved by the supervisor and Department Head, the employee will be paid for those hours and the employee may be subject to corrective action.

All non-exempt employees must work overtime when needed to meet the needs of the City. The City will provide as much advance notice as practicable for mandatory overtime work. Refusal of an employee to work mandatory overtime may result in corrective action, up to and including, termination from employment.

*For the purposes of this provision, Department Directors and any other positions which are primarily of a supervisory and/or administrative nature and considered an exempt position, as determined by Fair Labor Standards Act (FLSA), shall not be entitled to standard overtime pay (See Emergency Overtime for exception).*

Workweek

~~The typical workday shall consist of eight (8) hours work and unpaid lunch periods, which shall be limited to one (1) hour, and rest breaks (as defined in Section 1.10). The workweek for most City employees shall consist of five (5) consecutive days for a total of forty (40) hours exclusive of unpaid lunch hours, but this can be either longer or shorter depending on the needs of the City and its citizens. The typical workweek shall be Monday through Friday unless otherwise specified for specific departmental personnel.~~

Standard Overtime

~~Hours worked in excess of 40 hours per week to perform non-emergency work shall be paid to non-exempt employees when such work is approved by management at one and one-half (1 ½) times their normal rate.~~

Call-Out Pay/Shift Differential

In the event that a non-exempt employee is off-duty and is called out to report for work, the employee will be paid a minimum of three (3) hours at one and one-half (1 ½) times his or her regular rate of pay.

Employees who are assigned to work midnight shifts (either from 11 p.m. through 7 a.m. or midnight to 8 a.m.) ~~shall~~will be compensated one dollar (\$1.00) per hour, above their normal rate of pay, for each hour worked on such a shift.

Time CardsTime Keeping System

~~Time cards are to~~A time keeping system will be used as to record the hourly work record for all non-exempt employees except Department Directors and the City Manager. Employees must comply with starting and quitting time; otherwise, they will be subject to disciplinary action. Tampering with or recording time for another individual shall be grounds for disciplinary action.

Non-exempt employees (as defined by FLSA) who work more than forty (40) hours in a week shall be paid at one and one-half (1 ½) times the regular hourly rate; however, overtime is based on actual hours worked and does not include vacation leave, holiday pay hours, approved sick leave or other benefit time as hours worked. All overtime must be previously authorized by the Department Director. Exempt employees such as positions which are primarily of a supervisory nature (as defined by the Fair Labor Standards Act) shall not be entitled to overtime pay.

1. ~~For purposes of computing overtime pay and compensatory time, sick leave, personal days, jury duty, vacation days and lunch hours shall not be construed as hours worked.~~
2. ~~The Supervisor or Department Director must first affirmatively seek qualified volunteers prior to requiring a specific employee to work scheduled overtime hours. The Department Director will give the employee as much notice as possible before requiring overtime.~~

**B. EMERGENCY CONDITIONS**

For purposes of this subsection, the term “emergency” ~~shall be construed to mean~~means circumstances including, but not limited to, manmade situations such as acts of terrorism and civil unrest; strikes or walkouts; ~~or~~a significant unexpected shortage of personnel; natural disasters, such as hurricanes tornadoes, or floods; and/or public health emergencies, such as pandemics. An emergency condition shall be determined by the City Manager. No emergency provisions as stated below shall occur prior to a state of emergency declared by the City Manager (or in his absence, the Mayor).

The City realizes that emergency conditions such as storms or public health emergencies may ~~develop that may~~require the temporary closing of City facilities. Should that situation occur during the workday, hours considered for payroll ~~shall~~will be determined by the City Manager. Emergency closing during the workday will be announced to the Department Directors, who will assess their department’s operational needs and communicate the information to their employees. The City provides essential services to the community and likely will remain open, and require employee attendance, during emergency situations such as storms and public health emergencies. All city employees must successfully complete NIMS (National Incident Management System) training and submit certifications to the City Clerk’s Office for IS100 and IS700 classes. New employees must successfully complete NIMS training during their probationary period.

If emergency conditions develop during non-working hours, it is each employee’s responsibility to make every effort to be in contact with their supervisor during these emergency situations to

determine their work schedule. Employees are required to use the live employee hotline and report to work as directed, unless excused by the Department Director or City Manager. Failure to report to work as directed ~~for during any~~ emergency may result in disciplinary action up to and including termination.

Emergency Overtime

Notwithstanding the general prohibition regarding overtime and call back pay for exempt employees, hours worked in excess of 40 hours per week to perform emergency work shall be paid to exempt employees at straight time for every hour worked.

Hours worked in excess of 40 hours per week to perform emergency work shall be paid to non-exempt employees at one and one-half (1 ½) times the regular hourly rate. Emergency work shall be performed as needed by the City and as approved by management.

Emergency Work – Call back

When an impending emergency is imminent, the City may close all standard operations thereby sending all employees home. Essential employees may be called back to work as needed by the City. Those essential employees who are called back to support the City in managing the emergency will be paid in accordance with the *Emergency Overtime* rules noted above.

If in an emergency a non-exempt employee is called back to work after having left the job at the completion of the work shift, the employee will be paid a minimum of three (3) hours at one and one-half (1 ½) times the regular hourly rate, regardless of the actual number of hours worked within the week or the work period.

Department Directors are considered managerial, exempt employees under the regulations of the Public Employees Relations Commission and the Fair Labor Standards Act. Therefore, Department Directors are salaried employees, not subject to the payment of overtime, except as provided for in an emergency situation. ~~The City recognizes that the managerial employees often work hours outside of a normal forty hour workweek, without additional compensation. Therefore, managerial employees have the opportunity to take administrative time during the normal workweek, subject to the approval of the City Manager. It is expected that departmental responsibilities will be met and that the managerial employee will be available via telephone to provide direction and/or instruction to subordinates, if necessary.~~

~~1.9 MEAL PERIODS~~

~~There is no Florida law regarding meal periods. The amount of time for meal periods may vary for some positions, depending on the job duties of the position, the employee's total scheduled hours and the staffing needs of the department. Mealtime is not included in hours worked~~

Commented [KS1]: To be placed in APM

~~whenever the employee is free to leave the work station, relieved of duties, and the time allowed is at least 30 minutes. This meal period time is the employee's and may be used as they see fit and in accordance with the provisions of Section 1.30 (Employee Conduct and Discipline). Employees are not permitted to accumulate meal periods in order to leave work early, or to extend daily meal periods, unless approved in advance by their supervisor.~~

~~**1.10 REST BREAK**~~

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~~Each employee is allowed one fifteen (15) minute paid rest break for each one-half shift worked. A one-half shift is generally regarded as four (4) hours. Employees who smoke must do so in designated areas be considerate of colleagues and the public and only during regular lunch periods or break periods, and must observe the same guidelines as non-smokers for the frequency and length of break periods. The fifteen (15) minutes must be taken at one time and may not be broken up into smaller segments or accumulated to take later. The schedule for these breaks depends on the needs of each department.~~

**1.11 COMPENSATORY TIME**

Non-exempt employees covered by the Fair Labor Standards Act (FLSA) may elect to receive compensatory time off in lieu of overtime, at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. *During civil emergencies all overtime will be compensated at a rate of one and one-half (1½) times the employee's regular straight-time hourly rate of pay and compensatory time off leave accruals will not be permitted.* For purposes of computing overtime pay and compensatory time, sick leave, personal days, jury duty, vacation days and lunch hours ~~shall will~~ not be construed as hours worked. Employees may accumulate compensatory time off but may use no more than forty (40) hours at one time. At the discretion of the Department Director, compensatory time may be accrued up to a maximum of forty (40) hours. Once compensatory time has been earned and accrued, it may not be cashed in for monetary payment during employment. Upon a non-exempt employee's departure from City employment, accrued compensatory time ~~shall will~~ be paid out in a monetary lump sum in accordance with FLSA guidelines in effect at the time of departure. Non-exempt employees may utilize compensatory time provided reasonable written notice of utilization is given. The Department Director must authorize all compensatory leave use based on departmental operations not being unduly disrupted by the employee's use of compensatory leave. The non-exempt employee will be advised in writing by the Department Director of the approval or denial of the request.

~~**1.12 TIME RECORDS**~~

~~It is the City's responsibility to set time keeping and payroll policies and it is the employee's responsibility to maintain their individual time records. A time record is required because the City uses the information for compliance with government regulations, payroll computation and~~



~~providing an accurate record of earnings. All employees must maintain a true and accurate time record as approved by the City's Finance Department. Employees are prohibited from clocking in earlier than his or her assigned working start time and may not punch out more than ten minutes after their shifts end, unless overtime hours were previously approved by their managers.~~

~~Each employee must input their time records into the current time keeping system and Department Director must approved the the employee's time records sign the time record before submittal to the Finance Department for processing no later than noon eleven a.m. on the Monday following the end of the pay period. Time records may be requested earlier in the event of a holiday. Any changes or corrections must be made within the following pay period.~~

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**Time Keeping System**

~~A time keeping system will be used to record the hourly work for all non-exempt employees. Employees must comply with starting and quitting time; otherwise, they will be subject to disciplinary action. Tampering with or recording time for another individual will be grounds for disciplinary action, up to and including termination.~~

~~Non-exempt employees (as defined by FLSA) who work more than forty (40) hours in a week will be paid at one and one-half (1 ½) times the regular hourly rate; however, overtime is based on actual hours worked and does not include vacation leave, holiday pay hours, approved sick leave or other benefit time as hours worked. All overtime must be authorized by the Department Director in advance and in writing, prior to working the overtime hours.~~

- ~~1. For purposes of computing overtime pay and compensatory time, sick leave, personal days, jury duty, bereavement leave, administrative leave, vacation days and lunch hours~~

will not be construed as hours worked.

- 2. The Supervisor or Department Director must first affirmatively seek qualified volunteers prior to requiring a specific employee to work scheduled overtime hours. The Department Director will give the employee as much notice as possible before requiring overtime.

**1.13 PAYROLL**

Pay Period

The payroll period is biweekly, although each week stands alone for compensation purposes. Employees will receive their paycheck on ~~Tuesday~~Friday, for the week ending the previous Sunday, for a total of twenty-six (26) pay periods per year. The official workweek extends from 12:01 a.m. on Monday through 12:00 p.m. on the following Sunday. If the payday falls on an official City holiday, employees will be paid on the preceding workday or other day designated by the City. ~~In extenuating circumstances, the City will consider a pay advance upon approval of the employee's Department Director and the Finance Director.~~

Payroll Deductions

Employee pay represents the full amount of earnings each pay period, minus the appropriate required federal deductions, such as federal withholding (income tax), social security, and Medicare taxes. The City deposits this deducted amount on a bi-weekly basis with the U.S. Treasury for credit on employee income tax calculations at the end of the year. Employees are responsible for completing a W-4 form properly and updating it when necessary. The City will provide Form- W-2 showing total earnings for the year and the amount of taxes that have been withheld. Employees eligible to carry City benefits will have payments for these items deducted from their pay based on the completed benefit enrollment forms.

Questions Regarding Employee Paychecks

The City takes every precaution to avoid errors in pay. However, if an error does occur inadvertently, the employee must immediately inform ~~his/her~~their supervisor who will contact the Finance Department and determine whether an adjustment is appropriate. If the paycheck contains an error, an adjustment will be made on the next regular payday.

Direct Deposit Policy

It is the policy of Cooper City to issue employee payments solely through electronic direct deposit. Direct deposit provides many benefits for employees, including greater security and faster access to funds. Employee payments will be electronically deposited directly into one or more checking or savings accounts designated by each employee. Accounts must be established with financial institutions, such as banks or credit unions that support direct deposit. Temporary exceptions to this policy may be made for new hires, to provide adequate time to set up a direct deposit account. Exceptions may also be made for employees who provide evidence that they cannot obtain an account at a financial institution offering direct deposit. Payroll or Human Resources will assist employees with completing the necessary documentation as well as

[answering any questions or concerns about direct deposit.](#)

[NOTE: It is each employee’s responsibility to review his or her payroll stub for accuracy of personal information and payment information. Employees must immediately notify Payroll or Human Resources if there has been an overpayment of wages. Employees are not entitled to keep wage overpayments and Cooper City may recoup overpaid amounts from future payments.](#)

[NOTE: Employees must notify Payroll or Human Resources when there is any change to bank accounts that affect direct deposit. Changes must be received two weeks prior to the payday for which the change is to occur.](#)

**1.14 LENGTH OF SERVICE**

The City recognizes an employee’s length of continuous service as an important advantage. Some benefits employees receive, such as vacation, are based in part on length of service. Employees who are reinstated or re-employed following separation will have a new date of service effective with the first date of work of the most recent employment. Time spent in a temporary appointment will not be credited toward length of service if a transfer to a regular position occurs. If a PT29 employee later becomes full-time, time spent in the PT29 position will be credited towards length of service for purposes of recognition only (i.e. service awards).

**1.15 LONGEVITY**

One year after an employee reaches the maximum ~~step of salary in his/her/their~~ pay range, the employee may be entitled to receive longevity pay, subject to a satisfactory performance and attendance evaluation, in the amount of \$1,500. This will be paid in a lump-sum amount and will not increase an employee’s base salary. Employees who are receiving longevity pay and who are thereafter promoted to a higher classification will no longer be eligible for longevity pay until one year after they reach the maximum step of their new pay range. An employee who resigns, retires, or is terminated prior to his or her anniversary date shall not be entitled to receive any portion of the longevity pay benefit. The longevity benefit will be applicable only when ~~an in-grade~~ a salary increase is approved for all City employees [through the budget process](#).

**1.16 ANNIVERSARY DATE/RECLASSIFICATION DATE**

- A. An employee’s anniversary date is the date of initial employment or re-employment with the City. This date is used in determining eligibility for leave benefits that are related to length of service. It is also the approximate date upon which performance evaluations are normally conducted.
- B. If an employee is promoted or reclassified, then the effective date of the promotion or reclassification becomes the date used for his or her annual performance evaluation.

**1.17 CLASSIFICATION POLICY**

The classification plan provides a complete inventory of all positions in the City service and accurate descriptions and specification for each class of employment. Job classification is determined by the requirements of the job and factors such as duties, responsibility, skill, training, education, and working conditions. No person ~~shall~~ may be appointed to, or employed in, a position in the classified service under a title not included in the classification plan. The applicable Pay Plans contain specific ~~grade and steps range,~~ which ~~are~~ will be reviewed and maintained ~~by the HR Administrator on a periodic basis.~~ The classification plan consists of written job descriptions for each ~~position which~~ position, which contain a general description of the nature of the work and of the relative responsibility, examples of work in terms of knowledge, skills, abilities, experience, and training necessary for the position.

The City ~~shall~~ will periodically review the classification of positions and make amendments to the classification plan ~~and present to the City Commission for approval, additions or revisions of existing classes, and the abolition of classes. Changes in duties and responsibilities of a position involving either the addition of new assignments or the taking away or modification of existing assignments shall~~ must be reported to the HR Administrator by the appropriate Department Director(s).

**1.18 — COMPENSATION POLICY**

~~An in-grade range salary increase may be granted after completion of a one (1) year employment period if the head of the department determines that the quality of performance is satisfactory, and if such salary increases are included in the adopted budget for the effective year. In the event an increase is not granted after the one (1) year employment period for reasons of unsatisfactory performance, the employee shall not be eligible for another regular in-grade increment range salary increase for one (1) full year from the date the increase is finally granted. This shall be considered the employee's new evaluation date. For purpose of granting increments salary increases due to satisfactory or above performance evaluations, all employees shall be deemed to have achieved their anniversary dates on the actual date of the anniversary or the closest following day for which pay is received, i.e., if the anniversary date falls on Saturday or Sunday, the pay increase will be effective on Monday.~~

~~An employee who performs the duties and responsibilities of his or her position in an outstanding manner and whose work generally is well above expectations shall be eligible to be considered for an outstanding service advancement on his or her anniversary. This shall be initiated by the employee's supervisor and Department Director by submitting to the City Manager a statement in writing setting forth the reasons for such award for outstanding service rendered to the City. The City Manager shall review the recommendation and approve or deny it. Any non-promotional advancement approved by the City Manager shall be limited to no more than two (2) steps or a total of five percent (5%), and an employee may not receive more than one such advancement in a twelve (12) month period. Department Directors may issue up to a \$500 one-time lump sum bonus to an employee for outstanding performance.~~

**1.19 PERFORMANCE REVIEW**

The ~~City Clerk's Office~~HR Programs Administrator will forward an employee performance evaluation form to the employee's Department Director prior to the employee's anniversary date. The employee's immediate supervisor ~~will~~ must complete the form and return it to the Department Director for review ten (10) working days prior to the anniversary date. The form will then be forwarded to ~~the City Clerk's Office~~HR Programs Administrator for review, signature, and placement in the employee's personnel file. Completed copies will be provided to the Department Director and the employee.

Employees will be evaluated by their supervisor ~~r at three and at the end of six months during~~ their probationary period, annually near the time of their anniversary date, upon transfer, promotion or periodically as deemed necessary by the department head. This process consists of evaluation of job performance, personal characteristics that affect work habits, attitude, attendance and other job related functions. The employee will be given space to make comments on the evaluation. It is important for all employees to have a performance review periodically, in order to discuss work performance and to identify areas of success and improvement. Although these performance reviews are scheduled on a regular basis, employees are encouraged to privately discuss ideas, questions, or problems with their supervisor as they develop.

In the event of an unsatisfactory evaluation, an employee's performance will be monitored by their supervisor. The specific areas for improvement and expectations of the employee must be stated in a written Performance Improvement Plan (PIP). with The employee must meet monthly with their supervisor to discuss their progress on the PIP, and the monthly meetings must be documented. A follow-up evaluations to must take place within three (3) months to determine whether or not the employee's performance has risen to a satisfactory level. If an employee fails to satisfactorily complete the Performance Improvement Plan, the employee may be terminated. At anytime

An in-range salary increase may be granted after completion of a one (1) year employment period if the head of the department determines that the quality of performance is satisfactory, and if such salary increases are included in the adopted budget for the effective year. In the event an increase is not granted after the one (1) year employment period for reasons of unsatisfactory performance, the employee shall not be eligible for another regular range salary increase for one (1) full year from the date the increase is finally granted. This shall be considered the employee's new evaluation date. For purpose of granting salary increases due to satisfactory or above performance evaluations, all employees shall be deemed to have achieved their anniversary dates on the actual date of the anniversary or the closest following day for which pay is received, i.e., if the anniversary date falls on Saturday or Sunday, the pay increase will be effective on Monday.

When an employee receives an unsatisfactory evaluation, no ~~pay~~ salary increase will be granted (see Section 1.18 Compensation Policy). The Department Director, with the approval of the City

Manager, may dismiss a City employee for lack of performance (see Section 1.30 *Employee Conduct and Discipline*).

**1.20 PROMOTIONS/RECLASSIFICATIONS**

~~The Department Director is responsible for notifying the City Clerk/Director of Administrative Services of any material changes in the description of an employee's position that would result in a higher level of responsibility and warrant review for possible reclassification.~~

~~If promoted or reclassified to a higher position, an employee will normally receive an increase in pay, which reflects the new responsibilities. If an employee is promoted to a position classified at a higher grade/range, that employee's salary shall will be increased to the next higher step within the new grade at least the minimum of that range. The City Manager may, at his/her/their sole discretion, authorize a salary higher than the starting amount designated in the compensation plan. Promotions must be approved by the Department Director and the City Manager. Employees who receive a promotion shall also be subject to a six (6) month probationary period to determine his or her ability to carry out assigned tasks, efficiency, and other characteristics relative to the requirements of the new position. The Department Director is responsible for notifying the City Clerk/Director of Administrative Services of any material changes in the description of an employee's position that would result in a higher level of responsibility and warrant review for possible reclassification. Promotions must be approved by the Department Director and the City Manager.~~

~~If promoted or reclassified to a higher position, an employee will normally receive an increase in pay, which reflects the new responsibilities. If an employee is promoted to a position classified at a higher range, the employee's salary shall be increased to the next higher range. Should the current salary of the employee fit into the next higher range, the City Manager may, at his/her sole discretion, authorize a salary higher than the current salary while remaining in the higher range and as reflected in the city's compensation plan. Employees who receive a promotion/reclassification shall also be subject to a six (6) month probationary period to determine his or her ability to carry out assigned tasks, efficiency, and other characteristics relative to the requirements of the new position. The time period for performance evaluations after promotion/reclassification will start on the date of promotion/reclassification and based upon the work performed in the promotional/reclassified position.~~

**1.21 DEMOTION**

~~A demotion is a change in an employee's duties from one position to another for which a lower minimum and maximum rate of pay is established, and/or a lower level of responsibility. The reason for any requested demotion shall must be put in writing by the Department Director and forwarded to the City Clerk/Director of Administrative Services for recommendation and approval of the City Manager before such demotion is put into effect. If an employee is demoted to a lower grade range and the present rate of pay is above the maximum rate established for~~

~~the lower grade range, the rate of pay shall be adjusted to the maximum rate of the lower grade range. If the demotion is for disciplinary reasons, the employee's rate of pay shall be reduced at least one step by 10 percent. In addition to the demotion, the employee shall will be placed on probationary status and be subject to any applicable probationary reviews and procedures (see Section 1.7 Probation). A demotion is a change in an employee's duties from one position to another for which a lower minimum and maximum rate of pay is established, and/or a lower level of responsibility. The reason for any requested demotion shall be put in writing by the Department Director and forwarded to the City Clerk/Director of Administrative Services for recommendation and approval of the City Manager before such demotion is put into effect. If an employee is demoted to a lower range and the present rate of pay is above the maximum rate established for the lower range, the rate of pay shall be adjusted to the maximum rate of the lower range. If the demotion is for disciplinary reasons, the employee's rate of pay shall be reduced at least 10 percent. In addition, the employee shall be placed on probationary status and be subject to any applicable reviews and procedures~~

**1.22 TRANSFERS**

Transfers may be voluntary or involuntary. Temporary or regular transfers to positions in the same or lower pay ~~grade range~~ are not accompanied by an increase in pay. The City reserves the right to transfer employees to positions or locations necessary to accomplish the objectives of the City. ~~If the rate of pay in the former class is higher than the maximum rate established for the new class, the pay shall be reduced to the maximum rate or an intermediate step of the new grade. If the Department Director, in concurrence with the City Manager, believes that it is in the best interests of the City, and the transfer is not for disciplinary reasons, the City Manager may determine that the employee's rate remain unchanged.~~

**1.23 RESIGNATION**

~~To resign in good standing, e~~Employees shall must provide two (2) weeks written notice of resignation, including the reason for leaving and effective date, to their Department Director. If extenuating circumstances exist, the City Clerk/Director of Administrative Services may agree to permit a shorter period of notice. The Department Director will forward such resignation with the Personnel Action Form to the City Clerk's Office. An employee may not utilize accrued vacation time to extend a resignation date. The City reserves the sole rights to determine eligibility for re-hire. An employee that has submitted a written resignation cannot withdraw their resignation.

If youan employee fails to report to work for three consecutive days without informing management of the planned absence, we will assume that you have voluntarily resigned. Any outstanding financial obligations owed to Cooper City will also be deducted from yourthe employee's final paycheck. Upon resigning from Cooper City, youthe employee should continue to provide the company with an accurate address for at least one year for tax purposes.

**1.24 LAYOFF/SEVERANCE PAY POLICY**

The City Manager may layoff regular employee(s) when it is deemed necessary by reason of shortage of workload or funds, the abolition of the position, material changes with the department’s organization or for other related reasons, which are outside the employee’s control and which do not reflect discredit upon the services of the employee. The City Manager shall notify the City Commission of this action at the first appropriate opportunity. Layoffs are not subject to appeal.

No regular employee shall be laid off while another person is employed on a probationary basis in the same class in that department. If there is more than one employee in the same class, the layoff of a regular employee shall be made first on the basis of employee evaluation rating (including attendance) in the class and department. In a department and class where there is more than one employee and if performance evaluations are equal, the layoff determination shall revert to the inverse order of length of service. The City shall provide regular employees at least ten (10) working days notice of such layoff. In addition to accrued vacation pay and sick leave, if applicable, all employees laid off by the City in good standing are eligible to receive one (1) week’s (five working days) severance pay, provided they have completed at least one year of continuous service with the City. This benefit of severance pay will be revoked by the City Manager if an employee who is being laid off leaves the service before the required effective date of his or her severance. No employee who is terminated for disciplinary reasons by the City shall receive severance pay; neither is an employee who resigns eligible for severance pay. An employee whose employment is terminated due to outsourcing, and who continues employment with the outsourcing entity, shall not be eligible for severance pay.

~~1.25 EXIT INTERVIEWS~~

Commented [KS3]: To be added to APM

~~Upon separation from the City, the employee’s Department Director may conduct a preliminary exit interview and shall accept all City property previously assigned to the employee. The City Clerk’s Office may conduct a final exit interview to provide necessary termination documentation, continuing benefit information and receive any final payout due. The final interview may be used as a tool to determine problem areas and improve working conditions and will be reported back to the applicable Department Director.~~

**1.26 EMPLOYEE RECORDS**

Employees have the right, upon written request, to examine and copy any and all material contained in their own employee file. The City Clerk’s Office maintains employee records pursuant to Florida Statutes Chapter 119.07 Inspection, Examination, and Duplication of Records. Copy charges may apply. Department Directors and supervisors may only have access to personnel file information on a need-to-know basis. Personnel files may not be taken outside of the department. Employees are not permitted to remove any documents from the personnel file. Personnel file access by current employees and former employees upon request will



generally be permitted within three working days of the request.

**1.27 ETHICAL STANDARDS**

In general, public employees are to serve all persons fairly and equitably without regard to their personal or financial benefit. The credibility of Cooper City’s government hinges on the proper discharge of duties in the public interest. Public employees must ensure that the independence of their judgment and actions is preserved without any consideration for personal gain. The following specific ethical standards shall guide public employees:

*Incompatible Offices.* A public employee shall not hold incompatible offices or engage in any regular outside employment unless and until such employee has completed the Outside Employment Form.

*Use of Confidential Information.* Public employees shall not disclose to others, or use to further their personal interest, confidential information, as defined by Florida Statutes, acquired by them in the course of their official duties. [City of Cooper City employees are subject to the confidentiality provisions contained in the City’s Ethics Code as set forth in Chapter 2, Article IV, Section 2-102\(f\) of the City’s Code of Ordinances](#)

*Solicitation or Receipt of Anything of Value.* A public employee shall not solicit or receive anything of value from any person or association, directly or indirectly, in consideration of some action to be taken or not to be taken in the performance of the public employee’s duties. Incidental items provided to public employees in the due course of business while attending conferences, seminars and training sessions shall be exempt from this provision. Unless approved by the City Manager, solicitation, blogging, or distribution of literature by employees on City property during working time, which in any way interferes with housekeeping, work production or service to citizens, is prohibited.

*Holding Investments.* No public employee shall hold any investment that might compromise the performance of his/her/their duties without disclosure of said investment and self-disqualification from any particular action that might be compromised by such investment, except as may be permitted by statute.

*Representation of Others.* City employees shall not represent persons or associations in dealings with the City.

*Financial Interest.* Where a public employee has a financial interest in any matter being considered by the public employee, such interest (if known to the public employee) must be disclosed to the City Manager, and the public employee shall be disqualified from further participation in the matter.

*City Property.* No public employee shall use City-owned property such as vehicles, equipment, or supplies for personal convenience or profit except when such property is available to the public

generally, or where such property is provided by specific City policy in the conduct of official City business. The City reserves the right to search any City-owned property, including but not limited to vehicles and desks. Employees are responsible for all City equipment in their care, custody, and control. All City property assigned to an employee must be returned upon separation of employment or transfer of duty. Damage to City property caused by actions not contained in the employee's job description or due to negligence on behalf of the employee may result in disciplinary action.

*Special Consideration.* No public employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

*Authority.* No public employee shall exceed ~~his/her~~their authority, or breach the law, or ask others to do so.

*Public Funds.* No public employee shall use City public funds, personnel, equipment, or facilities for private gain or political campaign activities, unless such equipment and facilities are available to the public.

*Use of Logo or Other City Symbols.* Use of the City's logo or any other symbol for non-official City business without approval of the City Manager is prohibited.

*Expenses.* Public employees shall provide complete documentation to support requests for expense reimbursement. Expense reimbursements shall be made in accordance with City policy.

*Donations.* No public employee shall take any action that will benefit any person or entity because of a donation of anything of value to the City by such a person or entity.

*Official Action.* No public employee shall take an official action that will benefit any person or entity where such public employee would not otherwise have taken such action but for the public official's family relationship, friendship, or business relationship with such person or entity.

*Compliance with Laws.* Public employees shall comply with all local ordinances and state and Federal laws, including but not limited to the laws governing the functioning of municipalities, their elected and appointed officials, and employees.

*Acceptance of Gifts.* Public employees must comply with any established ethics ordinance.

*Knowledge of Violations.* Public employees shall disclose any possible violations of the City's ethics policy to the City Manager.

*Public Interest.* Public employees shall act with the best interests of the City of Cooper City in mind.

*Bribery.* Public employees may not, either directly or indirectly, attempt to influence the City Manager or City Commission in any way with money, services, or other remuneration.

*Personnel Actions.* No employee shall make any false statement, certification or recommendation of any appointment under any provision of these policies, or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies, with regards to employment, promotion or transfer.

*Political Activities.* The political activities of any employee shall be in accord with and regulated by Florida Statute 104.31 as it may be amended from time to time. No City employee shall participate in any political activity including the solicitation of contributions or votes during working hours. At no time will an employee display in their work area any type of literature or signage that might be construed to support a particular candidate. Violation of this policy may subject the employee to disciplinary action.

*Complaints Against Public Employees:* Allegations made against public employees shall be handled by the City Manager. The City Manager will oversee the review and investigation of the allegations, and will determine the appropriate responsive action.

**1.28 DRESS CODE, UNIFORMS, AND APPEARANCE**

Commented [KS4]: Will be placed in APM.

~~Employee attire is a direct reflection on individual professionalism and the City's image and reputation. City employees who do not wear uniforms must maintain a standard of dress appropriate to the City's business operations. While climate and custom permits a somewhat casual work attire, employees are required to maintain a neat, clean and professional appearance at all times.~~

~~Employees who are not required to wear a uniform are able to wear polo shirts or long sleeved shirts with the City of Cooper City logo during regular business hours.~~

~~Employees are representing the City while wearing clothing with the City of Cooper City logo. An employee engaging in activity or conduct unbecoming of a City employee while wearing the City logo shirt, whether the employee was on duty or off duty at the time, is subject to corrective/disciplinary action, up to and including termination of employment.~~

~~When an employee leaves City of Cooper City employment, the employee must return any and all clothing with the City Logo to their immediate supervisor no later than the employment end date. All returned items must be laundered and in good condition. The value of unreturned uniforms or City equipment will be deducted from the employee's final paycheck.~~

~~Listed below is a general listing of some of the more common items that are not appropriate for the workplace as well as general guidelines. This list is not intended to be all-inclusive. Rather, these items must help set the general parameters for proper business wear and assist employees in making good judgments about items that are not specifically addressed.~~

- ~~— Bottoms — Inappropriate items include jeans of any color (except on Fridays), sweatpants, leggings, shorts of any kind, overalls, and any pants that are wrinkled, torn, stained/soiled, or faded.~~
- ~~— Shirts — Inappropriate items include sweatshirts, shirts with large lettering, logos, or slogans, halter tops, tube tops, and t-shirts, including sleeveless t-shirts, unless worn under another blouse, shirt, or jacket.~~
- ~~— Dresses and Skirts — Inappropriate items include miniskirts, rompers, and any other skirt or dress that would not be deemed reasonably acceptable for an office environment.~~
- ~~— Shoes — Inappropriate items include flip-flops, flat sandals, athletic shoes or sneakers (unless part of an assigned uniform), combat and hiking boots (unless part of an assigned uniform), slippers/house shoes, and shoes that are unreasonably dirty or in disrepair. Bare feet are also prohibited in the workplace.~~
- ~~— Clothing that is ripped, faded, torn, frayed, discolored, stained, or otherwise unkempt or disheveled in appearance is considered inappropriate.~~
- ~~— Clothing that is see-through or mesh, ill or not properly fitted, or that contains profane, or offensive images or language is considered inappropriate.~~
- ~~— Personal Hygiene must be reasonable and in accordance with customary business practices. An employee's personal grooming and hygiene must reflect a clean and neat appearance and impression. Employees wearing perfume or cologne in amounts disruptive to coworkers will be asked to wear less of it.~~
- ~~— Employees are permitted to wear pins or buttons, not exceeding one inch in diameter, as long as the pins or buttons do not jeopardize the City's business operations or interfere with the City's ability to maintain employee safety and discipline. Pins or buttons worn by employees must not contain profanity, vulgar or obscene content, political content, or anything that violates City policy.~~

~~If an item of clothing is deemed to be inappropriate for the office by the employee's supervisor and/or the Human Resources Director, the employee may be sent home to change clothes. Non-exempt employees will not be compensated for any work time missed because of their failure to comply with this policy, but may use accrued vacation or personal hours to account for the time missed. Violations of this policy may result in corrective action.~~

~~Supervisors or other management personnel can specify additional or alternative dress and grooming requirements for employees for safety reasons or based on the business needs of their departments.~~

~~Any employee who requires an exception to the Dress Code based on a bona fide religious belief, ethnicity or disability, must contact the Human Resources Director to discuss a reasonable accommodation.~~

**UNIFORM POLICY**

~~Staff who are required to wear uniforms during work hours, includes, but is not limited to: employees from the [list departments here]. The following are guidelines regarding employee~~

Commented [KS5]: To be placed in APM

uniforms:

- ~~— The City will provide the employees in the aforementioned departments with five shirts for each fiscal year.~~
- ~~— Department Heads may use their discretion to either purchase or rent uniforms for employees based on the most cost efficient method, and within the approved budget.~~
- ~~— The cost of each shirt must not exceed a reasonable cost as determined by the Finance Department.~~
- ~~— Shirts must be purchased through the City's Purchasing Agent unless otherwise approved by the Department Head.~~
- ~~— During the fiscal year, if any employee needs additional shirts, the Department Head of the appropriate department must ensure that additional shirts are necessary due to wear, damage, or other special circumstances.~~
- ~~— Employees who are issued uniforms must wear them while working. Employees must report to work in the appropriate, clean, and well-maintained uniform.~~
- ~~— Any article of clothing issued as part of a City uniform is for use only while working and representing the City in an official capacity. Uniforms may be worn while commuting to and from work.~~
- ~~— Employees are prohibited from purchasing or consuming alcohol while wearing a City-issued uniform.~~
- ~~— Employees are representing the City while wearing their City uniform. An employee found to be engaging in activity or conduct unbecoming of a City employee while wearing a City uniform, whether the employee was on duty or off duty at the time, is subject to corrective action, up to and including termination of employment.~~
- ~~— An employee, who is not wearing the proper uniform, including the proper safety shoes, if applicable, may be sent home without pay to change and is subject to further corrective action. An employee may use accrued vacation or personal time for account for the missed time.~~
- ~~1. When an employee leaves the City of Cooper City (resigns or is terminated) or is transferred to a position in which wearing a uniform is no longer required, the employee must return any and all uniform items to their immediate supervisor no later than the employment end date or reassignment date. All returned items must be laundered and in good condition.~~
- ~~— Employees must dress in an appropriate manner. Employees who are not required to wear uniforms are expected to wear appropriate business attire, to dress neatly and to exercise common sense in selecting clothing and footwear appropriate for a business environment. Hair including facial hair, should be neatly groomed and worn in a businesslike style. Inappropriate attire for work includes tank tops (unless worn under a jacket or sweater); any style top which has a revealing neckline; mesh shirts; cutoff shirts; midriff tops; halter tops; shirts with potentially offensive words, terms, logos, advertising, pictures, cartoons, or slogans; flip flops; sweat pants; jogging suits; ripped jeans. Dirty.~~

~~ragged, ungroomed, sexually provocative, revealing or see-through clothing or appearance, jewelry (or other objects of personal expression, such as visible tattoos) that is distracting, large or represents an unprofessional image such as loud or offensive jewelry, nose rings, etc.~~

~~City employees shall not consume alcoholic beverages while on duty, inclusive of mealtime, nor on off-duty hours while in uniform.~~

~~The City reserves the right to determine whether an employee is dressed in an acceptable manner. **Department Directors have the final say on what is appropriate attire based on individual department functionality.** If the Department Director decides that an employee's dress is inappropriate for business, the employee may be required to return home and change.~~

~~The City provides uniforms and/or special clothing to certain employees based on department operational needs. This can include uniforms, clothing, footwear and accessories. When these items are provided, it is required that they be worn throughout the entire scheduled work day as both a matter of appearance and safety. The initial issue of uniforms, clothing and footwear, as well as the replacement of these items due to normal wear or irreparable damage resulting from the performance of official duties, may be furnished to City employees whose jobs require specific identity, or based on operational needs, subject to prior approval of the City Manager.~~

~~Other apparel may be provided for employees working in special areas as required on an occasional or as-needed basis. Protective personal equipment may be furnished to employees who perform duties with special hazards. Employees whose jobs require safety shoes/boots shall receive an allowance of \$150 per year for the purchase of a safety toe shoe (or as otherwise dictated by ASTM standards and safety rules) which meets prior approval of the Department Director. Employees must at all times wear said safety shoes on the job or face disciplinary action.~~

~~The City may offer each office personnel one (1) City shirt per year; Elected Officials, City Manager, Department Directors, Building Inspectors, and Arborist five (5) City shirts per year, which shall be considered a taxable fringe benefit.~~

Commented [KS6]: Will be addressing this in the APM.

~~Employees, other than those listed above, may be provided shirts/uniform service as follows:~~

~~Public Works Department:~~

- ~~• Maintenance Personnel: Uniform rental service, which is non-taxable; three (3) purchased t-shirts, which are optional and taxable~~
- ~~• Park attendants: Uniform shirt rental service~~

~~Utility Department:~~

- ~~• Maintenance Personnel: Uniform rental service, which is non-taxable; three (3) purchased t-shirts, which are optional and taxable~~

Recreation Department:

- ~~Maintenance Staff: Up to five (5) shirts each per year, which are taxable~~
- ~~PT29 Staff: Up to three (3) shirts each per year, which are taxable; (Exception: Camp and Event Staff shirts, which are considered required and not taxable)~~
- ~~Lifeguard/WSI Instructor: One (1) bathing suit per year, which is taxable~~

~~All uniforms and clothing shall be returned to the applicable department when the employee separates from employment or moves to a position that does not require such items.~~

1.29 CRIMINAL CHARGES

Any employee in the City service who has been arrested (on or off duty), indicted or who has been charged by information in any State or Federal court must report such arrest, indictment or charge as soon as possible (i.e., no later than the next working day, whether or not the employee actually reports to work that next working day) to the employee’s Department Director. Failure to promptly report such information will be grounds for disciplinary action, up to and including termination.

The City Manager may immediately, in ~~his/her~~their sole and exclusive discretion, suspend without pay any employee in the City service who has been arrested and charged with a felony, ~~a crime of violence, or a crime of dishonesty or other serious crime, indicted or informed against in a State or Federal court. The affected employee may be suspended upon receipt of verification (from the employee or any other reliable source, such as but not limited to a Court or law enforcement agency) of that arrest, indictment or information.~~ An employee who is suspended without pay pursuant to this section ~~shall~~will be afforded an opportunity to meet with the City Manager, or ~~his/her~~their designee, to discuss the circumstances of the arrest, indictment or information. The purpose of the meeting is to allow the employee to tell ~~his/her~~their side of the story so that the City Manager may, in ~~his/her~~their sole and exclusive discretion, determine the appropriate course of action, which may include, but is not limited to: continuing the suspension without pay; converting the suspension to one with pay pending further inquiry; reinstating the employee with back pay; and/or any other administrative/disciplinary action.

Notwithstanding any limitations on the length of suspension set forth elsewhere in the City’s Personnel Policies, suspensions under this Section may continue indefinitely through the resolution of the criminal proceedings related to the arrest, indictment or information, or until such time as an administrative determination is rendered. Any extensions of time or continuances of any administrative proceedings (including the preliminary meeting with the City Manager) related to a suspension without pay that is attributable to, or caused by, the employee shall be deemed a waiver of any claim for back pay or other benefits lost as a result of that extension of time or continuance.

An acquittal or dismissal of the criminal charges related to the arrest, indictment or information (if any such action occurs prior to the conclusion of any administrative action or inquiry) shall not

automatically entitle the employee to reinstatement or any other relief. Instead, upon the conclusion of the criminal proceedings, the City may conduct (i.e. commence or continue as appropriate) an administrative investigation or inquiry and, if appropriate, impose disciplinary action up to and including termination, as determined by the City Manager in ~~his/her~~their sole and exclusive discretion. The resolution of the criminal charges may be used as a factor in any administrative determination. For purposes of this rule, the fact that there is a "not guilty" verdict, that adjudication is withheld, or any criminal proceeding which terminates upon the employee's plea of nolo contendere shall not prevent the City from conducting its own administrative investigation and taking appropriate disciplinary action, up to and including termination.

1.30 — EMPLOYEE CONDUCT AND DISCIPLINE

Commented [KS7]: Placed in APM.

~~Employees of the City are considered to be members of a team working together to achieve one common goal, which is to serve the citizens of Cooper City by enhancing the quality of life in the City in the most effective and efficient manner possible. Employees who fail to follow necessary policies, procedures, rules and directives or fail to exhibit proper employee conduct not only penalize themselves, but they render a disservice to the rest of the team and to the City. All employees serve at the will and pleasure of the City and, accordingly, may be dismissed for any reason deemed appropriate by the City or no reason at all.~~

Discipline

~~Verbal Warnings or other instructive verbal communications do not constitute discipline. Verbal warnings or other instructive verbal communication may be used to establish that an employee knew or should have known that certain performance, work habits, or behavior were not appropriate.~~

~~If any employee engages in activity detrimental to the best interests of the City of Cooper City, its citizens, supervisors or co-workers, then that employee will receive appropriate discipline. The City expects employees to perform their job duties in accordance with the law and the established performance and attendance standards for their positions, to conduct themselves appropriately in the workplace and to comply with City policies, including, but not limited to, the employee code of conduct. Employees who do not satisfy the applicable performance, attendance and conduct expectations are subject to appropriate discipline (also known as corrective action). The purpose is to identify and correct the issue, prevent recurrence, and improve the employee's job-related performance and workplace conduct.~~

~~The City reserves the right to make all disciplinary decisions. Employees may receive progressive discipline including oral reprimand, written reprimand, demotion, suspension or discharge based on the type, frequency, and severity of the offense. Progressive discipline may not be appropriate for more serious offenses. A Department Director, with the prior approval of Only the City Manager, may dismiss terminate a City employee. No supervisor, department director, or Human Resources employee is authorized to terminate an employee. Whenever employee performance, attitude, work habits, or personal conduct at any time falls below a desirable level,~~



~~supervisors shall inform employees promptly and specifically of such lapse and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. The City of Cooper City employs a system of progressive discipline. In some instances, a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.~~

~~Disciplinary actions may take the form of:~~

- ~~A. Verbal: An appointment will be made with the employee to discuss unsatisfactory performance and to set reasonable goals and timetables for improvement.~~
- ~~B. Written Reprimand: In situations where a verbal warning has not resulted in the expected improvement, or where more severe initial action is warranted, a written reprimand may be sent to the employee, and a copy shall be placed in the employee's department file and the employee's personnel folder. A time limit for correction of unsatisfactory behavior may be set forth in the written reprimand.~~
- ~~C. Suspension/Demotion or Discharge: An employee who is being considered for suspension, demotion or discharge shall will be given a written statement of the specification or charge prepared by the Department Director or City Clerk/Director of Administrative Services and approved by the City Manager. An employee may be suspended without pay by the Department Director and/or City Manager for disciplinary action, or other justifiable reasons when alternate personnel actions are not appropriate. Suspension shall will be of a specific duration and without pay. An employee may be demoted to a position of lower grade by the City Manager or designee when alternate personnel actions are not appropriate. An employee may be dismissed by the Department Director with the approval of the City Manager when alternate personnel actions or other disciplinary actions are not appropriate. A written statement of the reasons shall be submitted to the employee affected.~~

**Employee Conduct**

~~There are two (2) groups of example offenses for which employees may be disciplined. Nothing contained herein shall be construed to limit disciplinary action to these sample offenses. Each violation shall be evaluated upon its individual merits and a particular violation may be so severe as to warrant more serious discipline than is illustrated below:~~

**Group One Offenses**

- ~~1st Occurrence — verbal or written reprimand~~
- ~~2nd Occurrence — up to ten (10) days suspension without pay~~
- ~~3rd Occurrence — up to and including termination~~

- ~~1. Taking more than specified time for meals or breaks.~~
- ~~2. Being late or absent without proper notice, authorized leave or excuse. Employees are~~

~~expected to report to work on time, on a regular basis. Unnecessary absenteeism and tardiness is expensive, disruptive and places an unfair burden on other employees and supervisors. If the absence is unauthorized and for more than two consecutive workdays, the employee will have been deemed to have abandoned the job and resigned from City employment.~~

- ~~3. Leaving the job or the regular working area during working hours for any reason outside of the employee's job duties without authorization from the supervisor.~~
- ~~4. Chronic tardiness. Tardiness is defined as arriving late for work or returning late from breaks/meals, or early departure from work.~~
- ~~5. Making or publishing of any false, vicious, inappropriate or malicious statements or gestures to or concerning any employee, vendor or citizen.~~
- ~~6. Soliciting or collecting contributions for any purpose on City premises during working hours unless approved by the City Manager.~~
- ~~7. Soliciting signatures for petitions while on City premises during working hours without approval by the City Manager.~~
- ~~8. Conflict of interest other than specifically listed in these rules and regulations.~~
- ~~9. Receipt of any gift in the course of work when such gift is solicited or given in the hope or expectation of receiving a favor.~~
- ~~10. Removal of another employee's property or City property without permission.~~
- ~~11. Failure to timely report any accident or claim.~~
- ~~12. Violating a safety rule or safety practice.~~
- ~~13. Reporting to work or working while unfit for duty either medically, mentally or physically.~~
- ~~14. Mistakes due to carelessness.~~
- ~~15. Improper use of City computers regarding e-mail and internet usage.~~
- ~~16. Inefficiency, unsatisfactory performance, or lack of application or effort on the job.~~
- ~~17. Failure to report the loss of City equipment or other City property entrusted in the employee's custody.~~
- ~~18. Losing or causing damage to City property or property of an employee by actions not contained in the employee's job description.~~
- ~~19. Failure to keep the City and department notified of the employee's current proper address and telephone number.~~
- ~~20. Violation of published City or departmental policies, rules, standards, orders, operating procedures or regulations.~~
- ~~21. Abuse of leave privileges.~~
- ~~22. Sleeping during work hours.~~
- ~~23. Engaging in unprofessional behavior, such as horseplay, scuffling, wrestling, distracting the attention of others, demonstrations on the job, obscene language or gestures, or loud or abusive behavior.~~
- ~~24. Any activity detrimental to the City.~~
- ~~25. Being verbally abusive to any employee, supervisor or citizen.~~
- ~~26. Exhibiting conduct unbecoming a City supervisor or employee.~~
- ~~27. Creating or condoning a work environment that is not conducive to the operational aspects or goals and objectives of the City.~~

**Group Two Offenses**

1st Occurrence — up to and including termination

- ~~1. Misrepresentation of any facts in seeking employment.~~
- ~~2. Falsification of personal or City records, accident reports, work records, purchase orders, time sheets or any other report, record or application.~~
- ~~3. Making false claims or misrepresentations to obtain any sick or accident benefits, workers compensation or unemployment payments.~~
- ~~4. Making, posting or publishing of any threatening or intimidating statements, photographs/pictures, or gestures to or concerning any employee, vendor or citizen, or creating or condoning a hostile work environment.~~
- ~~5. Failure to return at the end of an authorized leave of absence.~~
- ~~6. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City.~~
- ~~7. Improper racial or sexual comments, harassment or acts directed to any City employee or the general public.~~
- ~~8. Unauthorized use of the City's tax exempt number for any reason.~~
- ~~9. Communicating or imparting confidential information either in writing or verbally to any unauthorized person.~~
- ~~10. Loss of or failure to maintain a current license or certification required by the City, State or other governmental entity to perform the job for which the employee is assigned.~~
- ~~11. Deliberately or negligently misusing, destroying, damaging City property or property of an employee.~~
- ~~12. Theft of any amount of money or property from the City, co workers, citizens or visitors.~~
- ~~13. Gambling, lottery or engaging in any other game of chance at City work locations at any time. (This does not include benevolent fund-raising efforts as approved by the City Manager).~~
- ~~14. Insubordination or refusal to perform work assigned or to comply with written or verbal instructions of the supervisor or management.~~
- ~~15. Conviction of criminal offense, including felony or misdemeanor. As used herein, the term "convicted" means a plea of guilty, a plea of nolo contendere, or a finding of guilty (regardless of whether adjudication is withheld) by any judicial body charged with the responsibility to determine violations of federal, Florida or any other state statute or law.~~
- ~~16. Committing actions that affect the safety of equipment or personnel.~~
- ~~17. Creating unsafe working conditions.~~
- ~~18. Being under the influence of or being in possession of any alcohol or illegal drugs while on duty.~~
- ~~19. Refusal to take a drug or alcohol test when required to do so by the City.~~
- ~~20. Unauthorized possession of fireworks or explosives on City property.~~
- ~~21. Possession of firearms or weapons on City property without management authorization or except as required by job description.<sup>1</sup>~~

<sup>1,2</sup> Fla. Stat. §790.25(5) authorizes people 18 years of age or older to possess a concealed firearm or other weapon in a private conveyance for self defense purposes if the weapon is securely encased or not readily accessible for

- ~~22.— Disorderly, immoral or indecent conduct causing any negative reflection on the City.~~
- ~~23.— Participating in or initiating physical altercations.~~
- ~~24.— Throwing objects, malicious mischief or similar types of disorderly conduct.~~
- ~~25.— Provoking or instigating a fight or fighting at any time on City property or on City time.~~

~~The lists above do not include all of the reasons for which an employee may be subject to disciplinary action, but as stated earlier, is intended to provide examples of inappropriate conduct.~~

~~This sequence for progressive discipline is not mandatory. The City reserves the right to skip or repeat steps in the above process based on the facts and circumstances of the individual situation. For certain offenses, a written warning, final warning, suspension, or termination from employment may be the first step taken by the City.~~

~~The determination of the appropriate corrective action step will be determined in consultation with the Human Resources Director/Director of Administrative Services. For employees reporting directly to the City Manager, the appropriate corrective action step will be at the discretion of the City Manager. If the City determines that suspension or termination is the appropriate corrective action, the City will follow the procedure described in the applicable sections of the PPM, which requires approval by the City Manager.~~

~~The general principles of progressive corrective action will be applied by the City to enable an employee to learn from their mistakes, however, progressive corrective action may not apply to actions taken concerning the following violations for which termination of employment may result:~~

- ~~— Sexual harassment;~~
- ~~— Discriminatory conduct;~~
- ~~— The use, possession or sale of drugs or alcohol during work hours;~~
- ~~— Safety violation resulting in injury or damage to property;~~
- ~~— Workplace violence; or~~
- ~~— Criminal activity.~~

**1.31 MANUAL RULES APPEALS OF PPM RULES**

In the event an employee believes that the rules contained in this Manual PPM have been misapplied, he/she must utilize the following procedure. Failure of the grieving employee to strictly follow the time limits will automatically result in a final and binding denial of the grievance. If the City does not follow the time limits, the appropriate City official will be deemed to have denied the grievance and it may proceed to the next step.

~~immediate use.~~

Step 1: The aggrieved employee shall present any grievance orally to his or her immediate supervisor. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. The immediate supervisor shall consult with the Department Director, reach a decision, and communicate that decision orally to the aggrieved employee within three (3) working days from the date the grievance was presented to him or her. Supervisors are not empowered to make policy decisions. If the grievance is not resolved at this step, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing within five (5) working of the date of the supervisor's response.

Step 2: If the grievance is not resolved in Step 1, the employee shall reduce the grievance to writing, sign it, and present it to the Department Director. The Department Director shall confer with the immediate supervisor and the employee and shall attempt to obtain the facts concerning the alleged grievance, and shall conduct a meeting concerning the grievance within five (5) working days of receipt of the written grievance. The Department Director shall notify the aggrieved employee of his or her decision no later than five (5) working days after the meeting.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the employee may forward the grievance to the City Manager within three (3) working days of receipt of the Department Director's decision. The City Manager shall meet with the aggrieved employee within ten (10) working days after receipt of the grievance unless an alternate time period is mutually agreed upon in writing. The employee shall have the right to respond to the charge(s) made against ~~him/her/them~~ both in writing to, and orally before, the City Manager. The employee may call witnesses in support of ~~his/her/their~~ case. The City Manager shall render a final written decision within ten (10) calendar days after the hearing, unless this period is extended by mutual agreement in writing. The final written decision shall advise the employee of the action which is to be taken by the City. The City Manager's decision is final and cannot be further grieved or appealed.

1.32 DISCIPLINARY APPEALS

The following procedure ~~shall apply only in cases involving~~applies only to discipline which includes suspension without pay, reduction in pay, reduction in rank/demotion, or discharge. ~~7 except that said procedure will not be~~This procedure is not available to probationary employees. No other disciplinary actions may be grieved or appealed.

- A. The employee ~~shall will~~ receive written notification of the proposed disciplinary action, ~~together with sufficient facts and reasons therefore, as will~~which contains the fact supporting the reason for discipline, which will enable the employee to make an explanation and/or present a defense to the proposed discipline. An employee who contests the proposed disciplinary action ~~in accordance with the below procedure shall be considered in pay~~will remain in a paid status until ~~such time as~~ the City Manager renders ~~his/their~~ written decision. However, nothing herein shall preclude the City from imposing immediate disciplinary action, without advance notice, where it is believed by

the person taking disciplinary action that giving such notice would result in damage to property of the City, would be detrimental to the interest of the City, or would result in injury to the employee, a fellow employee, or the general public. In such circumstances, the employee, although not in pay status, will be given reasons for the disciplinary action after it takes effect and thereafter ~~will be entitled to may~~ utilize the ~~hearing~~ procedures set forth in the following paragraphs.

B. If an employee desires to contest the disciplinary action proposed by the City Manager, ~~he/she~~ the employee must, within five (5) working days of receipt of notice of the proposed disciplinary action, file a request for a hearing pre-determination conference ~~with before~~ the City Manager or ~~his~~ designee, together with a brief statement outlining the reasons for the request. If the employee does not make a timely request for a hearing, he/she will be conclusively presumed to have concurred in the proposed disciplinary action and such action will become final.

C. A hearing meeting will be scheduled by the City Manager or ~~his/her~~ their designee not less than ten (10) working days from the date of receipt of the hearing meeting request. The hearing meeting will be informal and will be conducted as follows:

1. The City Manager or ~~his/her~~ their designee will orally inform the employee of the proposed disciplinary action and provide the employee with the opportunity to present any evidence he/she believes will mitigate, negate or otherwise explain the conduct for which discipline has been recommended.
2. The employee may be accompanied by a representative of ~~his/her~~ their choice. The employee ~~shall have~~ has the right to respond to the charge(s) made against ~~him/her~~ them both in writing to, and orally before, the City Manager. The employee may ~~call refer the City Manager to speak with~~ witnesses in support of his/her ~~their case~~ their case.
3. The City Manager ~~shall~~ will render a final written decision within ten (10) working days after the hearing. The decision ~~shall~~ will advise the employee of the disciplinary action which is to be taken by the City. The City Manager's decision is final and cannot be further grieved or appealed.

1.33 POLICY AGAINST HARASSMENT

The City of Cooper City is committed to providing a work environment that is free from discrimination and harassment. In keeping with this commitment, the City prohibits and has a zero tolerance policy for any and all harassing or discriminatory conduct. An employee who engages in discriminatory conduct or harassment will be terminated from employment. An employee who observes discriminatory or harassing conduct has a duty to report it and failure to report may result in disciplinary action. ~~the City maintains a strict policy prohibiting any kind of unlawful harassment or discrimination, including but not limited to, racial, sexual, ethnic,~~

~~disability, age or religious harassment. This policy prohibits harassment in any form, such as verbal, physical and visual.~~

**SEXUAL HARASSMENT**

Definition: Unwelcome sexual advances, requests for sexual favors, and other verbal, written or physical conduct of a sexual nature is considered to be sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or of creating an intimidating, hostile or offensive work environment.

Some of the more common examples of sexual harassment include, but are not limited to:

- Repeated unwelcome contact or touching.
- Repeated unwelcome and offensive sexual flirtations, staring or propositions.
- Continued and repeated abuse (verbal or written) of a sexual nature, such as sexually related comments or jokes, sexually suggestive comments, and requests for sexual favors.
- Continued and repeated graphic verbal or written commentaries about a person’s body.
- Continued or repeated use (verbal or written) of sexually degrading words about a person or the person’s body.
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list are examples of prohibited conduct and should not be considered a complete list. Any unwelcome behavior, which violates the law, also violates this policy. Each situation will be considered in light of the specific facts and circumstances.

Sexual harassment is not limited to harassment of women by men. It includes the harassment of men by women and of gender-based harassment of individuals of the same sex as the harasser. Sexual harassment includes any unwelcome conduct from one human being, that is directed toward another human being. Sexual harassment also included a person who observes unwelcome or inappropriate behavior, even if that person is not the recipient of the behavior.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. However, refraining from such compliments can eliminate the potential for a harassment complaint. Harassment refers to behavior that is not welcome, that is offensive either objectively or subjectively, that fails to respect the rights of others, that lowers morale, and that interferes with work effectiveness.

**DISCRIMINATORY HARASSMENT**

At the City of Cooper City, discriminatory harassment is defined as unwelcome verbal, written or physical conduct which is directed at a person because of race; color; religion; sex; national origin;

age; marital status; political affiliation; familial status; disability; sexual orientation; pregnancy; gender identity or expression; veteran or service member status; lawful source of income; genetic information; or being the victim of dating violence, domestic violence, or stalking; or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws, when:

- Such conduct has the purpose or effect of unreasonably interfering with the person’s work performance; or
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Examples of conduct that can constitute discriminatory harassment in violation of this Policy include:

- Repeated unwelcome jokes or comments –(verbal or written) about a person’s legally protected status (e.g., racial or ethnic jokes or comments).
- Continued and repeated use (verbal or written) of slurs, epithets, derogatory terms or comments reflecting stereotypes based on a person’s legally protected status.
- Continued and repeated use (verbal or written) of disparaging or degrading words about a person based on their legally protected status.
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list is not all-inclusive and each situation will be considered in light of the specific facts and circumstances.

The best way to end harassment is through direct communication. As such, employees who feel they have been subjected to harassment should first advise the person committing the harassment that the person’s behavior is unwelcome and then follow the reporting procedures as outlined in this policy.

**EDUCATION AND TRAINING**

As part of the City’s efforts to preserve a safe and respectful working environment for all employees, the following educational program is instituted:

- All employees are provided a copy of this policy upon employment and must sign acknowledging both receipt and understanding of the policy;
- Any changes to this policy are to be communicated immediately in writing to all employees who will be required to sign a new acknowledgement form;
- All employees are required to attend annual training on harassment and discrimination in the workplace, which includes a review of this policy and complaint procedures.

Additional training and/or remedial training may be required as deemed necessary and assigned by Human Resources.

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**PROCEDURE FOR REPORTING DISCRIMINATION OR HARASSMENT**

Any employee who feels that they have not been treated in accordance with this policy or with the law must promptly report the incident(s), either verbally or in writing, to any of the following individuals: Department Head, ~~Human Resources Director~~Director of Administrative Services, Assistant City Manager, or City Manager. If the report is against their Department Head, the employee must report the incident(s) to the Director of ~~Human Resources~~Administrative Services, City Manager, or Assistant City Manager.

The Department Head, Assistant City Manager, and City Manager must promptly convey any report of discrimination or harassment they receive to the Human Resources Director for investigation, unless the Human Resources Director is the subject of the report. If the Human Resources Director is the subject of the report, the City Manager (or the City Manager’s designee) must be responsible for the investigation of the report in accordance with this policy.

If the employee reports the incident(s) in writing, the report may be placed in a sealed envelope marked “Personal and Confidential” and delivered to one of the individuals listed above. The City will maintain complaints and investigation of complaints as confidential until the conclusion of the investigation and then only to the extent required by law.

The following information should be included in the employee’s written report: the date(s) of the incident(s), identity of the person taking the action, identity of any witnesses, and details about the incident(s). The City may request an employee who submitted a written report to attend an in-person meeting to provide additional details and information concerning the incident(s) identified in that report.

**INVESTIGATION AND CORRECTIVE ACTION**

All employees are required to participate fully and truthfully in any investigation whether they are the subject of the complaint, a witness or the complainant of a violation of this PPM, including but not limited to reports of discrimination or harassment. The City will investigate reports of discrimination or harassment promptly. The City will take prompt remedial action based on the specifics of the case to address any violation of this policy, including corrective action, which may include a warning, training, suspension or termination from employment. Following investigation of a violation of this policy, the City will take appropriate action, which may include coaching, counseling or corrective action (discipline).

An employee who feels that their report was not appropriately addressed or that they are still being subjected to discrimination or harassment must immediately notify the ~~Human Resources Director~~Director of Administrative Services, Assistant City Manager or City Manager.

The foregoing City procedures for reporting discrimination or harassment are not intended to limit an employee’s rights to file complaints of discrimination with any outside agency having Federal, State, or County authority to investigate complaints of discrimination or harassment.

**PROHIBITION AGAINST RETALIATION**

The City prohibits and will not tolerate retaliation against employees who in good faith bring discriminatory conduct; harassment; violation of City policy; or violation of local, state, or federal law to the City's attention. This applies to all employees, whether the employee initiates a complaint or the employee is a witness to matters related to a complaint. There will be no retaliation for making a report, for cooperating in the City's investigation of the report, for giving a statement, or for providing any information related to an investigation or a complaint. Any person who engages in direct or indirect retaliatory conduct will be subject to corrective action, up to and including termination from employment. If an employee believes that they are being retaliated against in violation of this policy, the employee must report the retaliation immediately by using the same procedures discussed above for reporting discrimination or harassment.

**MALICIOUS AND FALSE ALLEGATIONS OF HARRASSMENT OR DISCRIMINATORY CONDUCT**

A false or malicious allegation of harassment or discriminatory conduct for personal gain or to harm another employee undermines the objectives of the City's discrimination and harassment policies. The City intends its discrimination and harassment policy to be used as a tool to improve the workplace and not as a weapon. If during an investigation of a complaint it is determined that the complaint is without basis and was motivated by personal animus, the complainant may be subject to corrective action, up to and including termination from employment

**FOLLOW-UP**

After the conclusion of the investigation, the City will continue appropriate follow-up with the employees involved with the report.

The City is dedicated to maintaining a working environment based in professionalism and free of discrimination and harassment. The City expects that all employees will continue to act responsibly to fulfill the City's commitment to working in an environment free of discrimination and harassment. An employee with a question concerning this policy must contact the ~~Human Resources Director~~Director of Administrative Services.

The definition of sexual harassment includes: (1) quid pro quo sexual harassment; and (2) hostile work environment sexual harassment. Quid pro quo sexual harassment occurs when an employee's compensation, terms, conditions, or privileges of employment are affected based on the employee's acceptance or rejection of sexual overtures. Hostile work environment sexual harassment occurs when an employer's conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive working environment. Words or actions are considered unlawful sexual harassment if, among other things, they are sexual in nature and unwelcome. Examples of sexually harassing conduct include, but are not limited to, the following: (1) unwelcome sexual flirtations, advances, touching or propositions; (2) verbal abuse of a sexual nature; (3) offensive comments of a sexual nature; (4) sexually degrading words, gestures or images; and (5) the display in the workplace of sexually suggestive objects or pictures.

Examples of other types of harassment include but are not limited to: (1) nicknames pertaining to any ethnic, religious, or age characteristics or stereotypes; (2) racial, ethnic, age or religious jokes; (3) overtly or covertly distributed materials, signs, magazines, or bulletin board notices

~~that are found offensive; and (4) use of any racial slurs.~~

~~Any employee who believes they have been harassed by a co-worker, manager or agent of the City should promptly report the facts of the incident or incidents and the names of the individuals involved to their supervisor and the City Clerk/Director of Administrative Services. Employees who know or who become aware of potential harassment should report all complaints of harassment to their supervisor who will report to the Department Director and the City Clerk/Director of Administrative Services, to ensure that they are resolved promptly and effectively. The City will investigate all complaints and advise the interested parties of the conclusions.~~

~~The City will conduct all actions to resolve complaints of harassment through internal investigations as confidentially as possible and practical. Any manager or other employee who is found, after appropriate investigation, to have engaged in harassment of another employee will be subject to disciplinary action, up to and including termination. Employees who utilize the complaint procedure outlined in this policy will not be retaliated against and will not have their employment adversely affected by making such a complaint.~~

[Proposed]-ANTI-BULLYING POLICY

Bullying is generally defined as unwelcome behavior that occurs over a period of time and is meant to harm someone who feels powerless to respond. Bullying is similar to behaviors associated with harassment except that it is not motivated by the victim's membership in a protected class. In accordance with the City's commitment to a safe and respectful working environment for all employees, contractors, and residents, the City maintains a zero-tolerance policy for bullying.

Bullying may include, but is not limited to:

- Repeated unwelcome jokes or comments (verbal or written) about a person;
- Continued and repeated use (verbal or written) of slurs, epithets, derogatory terms or comments;
- Continued and repeated use (verbal or written) of disparaging or degrading words about a person;
- Inappropriate public reprimand;
- False rumors spread verbally and/or in written form that can be detrimental to an employees' professional reputation;
- Purposefully excluding people from work-related emails, meetings, or gatherings in a manner that negatively impacts the person's ability to perform their duties;
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list is not all-inclusive and each situation will be considered in light of the specific facts and circumstances.

The best way to end bullying is through direct communication. As such, employees who feel they have been subjected to bullying must first advise the bully that the bully's behavior is unwelcome and then follow the reporting procedures as outlined in this policy.

**PROCEDURE FOR REPORTING BULLYING**

Any employee who feels that they have not been treated in accordance with this policy must promptly report the incident(s), either verbally or in writing, to any of the following individuals: Department Head, ~~Human Resources Director, Assistant City Manager~~ Director of Administrative Services, or City Manager. If the report is against their Department Head, the employee must report the incident(s) to the Director of Administrative Services ~~or of Human Resources~~, or City Manager, ~~or Assistant City Manager.~~

The Department Head, ~~Assistant City Manager~~, and City Manager must promptly convey any report of bullying they receive to the ~~Human Resources Director~~ Director of Administrative Services for investigation, unless the ~~Human Resources Director~~ Director of Administrative Services is the subject of the report. If the ~~Human Resources Director~~ Director of Administrative Services is the subject of the report, the City Manager (or the City Manager's designee) must be responsible for the investigation of the report in accordance with this policy. The City will maintain complaints and investigation of complaints as confidential until the conclusion of the investigation and to the extent required by law.

The following information must be included in the employee's written report: the date(s) of the incident(s), identity of the person taking the action, identity of any witnesses, and details about the incident(s). The City may request an employee who submitted a written report to attend an in-person meeting to provide additional details and information concerning the incident(s) identified in that report.

**INVESTIGATION AND CORRECTIVE ACTION**

All employees are required to participate fully and truthfully in any investigation of a violation of this PPM, including but not limited to reports of bullying. The City will investigate reports of bullying promptly. The City will take prompt remedial action based on the specifics of the case to address any violation of this policy, including corrective action against any employee, which may include a warning, training, suspension or termination from employment. If the City's investigation does not uncover evidence of a violation of this policy, the City reserves the right to take appropriate action, which may include coaching, counseling or corrective action (discipline).

An employee who feels that their report was not appropriately addressed or that they are still being subjected to bullying, must immediately notify the Human Resources Director, Assistant City Manager or City Manager.

**PROHIBITION AGAINST RETALIATION**

The City prohibits and will not tolerate retaliation against employees who in good faith bring bullying to the City's attention. The City has a zero tolerance policy with regard to retaliation. This applies to all employees, whether the employee initiates a complaint or the employee is a witness to matters related to a complaint. There will be no retaliation for making a report, for

cooperating in the City’s investigation of the report, for giving a statement, or for providing any information related to an investigation or a complaint. Any person who engages in direct or indirect retaliatory conduct will be subject to corrective action, up to and including termination from employment. If an employee believes that they are being retaliated against in violation of this policy, the employee must report the retaliation immediately by using the same procedures discussed above for reporting bullying.

**MALICIOUS AND FALSE ALLEGATIONS OF BULLYING**

False or malicious allegations of bullying for personal gain or to harm another employee undermines the objectives of the City’s Anti-Bullying Policy. The City intends its Anti-Bullying policy to be used as a tool to improve the workplace and not as a weapon. If during an investigation of a complaint it is determined that the complaint is without basis and was motivated by personal animus, the complainant may be subject to corrective action, up to and including termination from employment

**FOLLOW-UP**

After the conclusion of the investigation, the City will continue appropriate and periodic follow-up with the employees involved with the report.

The City is dedicated to maintaining a working environment based in professionalism and free of bullying. The City expects that all employees will continue to act responsibly to fulfill the City’s commitment to working in an environment free of bullying. An employee with a question concerning this policy must contact the Human Resources Director.

**1.34 WORKPLACE VIOLENCE--ZERO TOLERANCE POLICY**

The City has adopted a Zero Tolerance Policy for workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the City or that occur on City property will not be tolerated.

Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City or to create a hostile, abusive, or intimidating work environment for City employees. Examples of workplace violence include, but are not limited to, the following: (1) all threats or acts of violence occurring on City premises, regardless of the relationship between the City and the parties involved in the incident; (2) all threats or acts of violence occurring off the City’s premises involving someone who is acting in the capacity of a representative of the City; (3) all threats or acts of violence occurring off the City’s premises involving a City employee if the threats or acts affect the legitimate interests of the City; and/or (4) any acts or threats resulting in the conviction of an employee or agent of the City, or of an individual performing services for the City on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the City.

- Specific examples of conduct which may be considered threats or acts of violence, include

but are not limited to, the following: (1) hitting or shoving an individual; (2) threatening an individual verbally or in writing or his/her/their family, friends, associates, or property with harm; (3) the intentional destruction or threat of destruction of City property; (4) harassing or threatening phone calls, e-mail or mail to an employee’s home or work place; (5) harassing surveillance or stalking; (6) the suggestion or intimation that violence is appropriate; and/or (7) unauthorized possession or inappropriate use of firearms or weapons; ~~(8).~~ Any other conduct or acts that management believes represent an imminent or potential danger to safety or security.

The City’s prohibition against threats, harassment and acts of violence applies to all persons involved in the City’s operation, including but not limited to City employees, contract and temporary workers and anyone else on the City’s property. Violations of this policy by any individual on City property, by any individual acting as a representative of the City while off City property, or by any individual whose actions off City property affect City business interests, will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Every employee and every person on City property is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to their supervisor and the City Clerk/Director of Administrative Services. Nothing in this policy alters any other reporting obligation established in City policies or in state, federal, or other applicable law.

1.35 WEAPONS AT WORK

To ensure that Cooper City maintains a workplace safe and free of violence for all employees, the use of perilous weapons on City property is prohibited. Further, employees are prohibited from possessing perilous weapons on City property, except as authorized under Florida law<sup>2</sup> and as required to fulfill job duties. Perilous weapons include, but are not limited to, firearms, explosives, tasers, and knives. The term “possession” is defined to mean in lockers or toolboxes, in an employee’s personal possession, or anywhere else on City property, unless such possession is authorized under Florida law. Employees who violate this policy will be subject to disciplinary action up to and including immediate dismissal.

1.36 STAFF SEARCH AND SECURITY POLICY

The City reserves the right to conduct an investigation of missing property or other suspected rule or policy violations.

1.37 DRUG FREE WORKPLACE POLICY

<sup>2</sup> Fla. Stat. §790.25(5) authorizes people 18 years of age or older to possess a concealed firearm or other weapon in a private conveyance for ~~self-defense~~self-defense purposes if the weapon is securely encased or not readily accessible for immediate use.

The City of Cooper City is committed to maintaining a safe, productive work environment at all City facilities and work sites and safeguarding City property. In addition to the harmful effects of illegal drugs, the abuse of alcohol and/or illegal drugs can undermine employee productivity, and the quality of the City's standard of service to the community. Therefore, the City has established this drug free workplace policy, which applies to all employees and applicants for employment in order to provide a safe workplace and promote high standards of employee health by establishing and maintaining a work environment free from the effects of illegal drug or alcohol use.

The manufacturing, distribution, dispensing or possession and/or use of alcohol or illegal drugs on City property or during assigned work hours is prohibited and will be subject to discipline up to and including termination.

Employees who report to work under the influence of alcohol or illegal drugs or employees who operate City machinery or vehicles while under the influence of these substances will be subject to discipline up to and including termination. An impaired employee shall not be allowed to drive. Due to the seriousness of the consequences and safety implications of being found under the influence of alcohol while on duty, anyone assigned to be on-call should avoid consumption of any such substances for the designated on-call period.

Prescription drugs prescribed by the employee's physician may be taken during working hours. The employee shall notify the supervisor if the use of properly prescribed drugs will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

Supervisors have the right to counsel with an employee whenever they see changes in performance that suggest an employee problem. The supervisor may suggest that the employee voluntarily seek help from an assistance program or decide that the severity of the observed problem is such that a formal referral to a treatment facility should be made. All employees are encouraged to have the responsibility to make certain that they themselves and co-workers are performing properly. An employee who suspects a problem with a co-worker relative to the abuse of drugs or alcohol should contact their supervisor.

**DRUG TESTING**

The City reserves the right to require drug and/or alcohol testing of employees under the following circumstances:

Applicants/New Hires

Any applicant who is offered employment with the City shall, as a condition of employment, submit to testing for the presence of drugs and alcohol. Applicants who refuse to take a drug test when requested will not be considered for employment with the City. Seasonal employees who are returning after a separation of six months ~~one year or longer~~ shall also be required to undergo drug testing.

Reasonable Suspicion

If a supervisor has reasonable suspicion that an employee is under the influence of alcohol or illegal drugs while at work, the City may require the employee to undergo drug and/or alcohol testing. Reasonable suspicion may be observed behavior or reported by a reliable and credible source or can be independently corroborated.

Post Accident or Injury

Employees who are involved in a job-related vehicular or driven equipment accident or incident which results or might have resulted in bodily injury which requires medical attention beyond simple first aid or property loss or damage.

Random Testing

Random and/or scheduled periodic testing may be performed on employees' involved in safety-sensitive positions to the extent allowed by law. This includes employees who drive city vehicles, operate heavy equipment, and employees subject to testing by the Florida Department of Transportation.

Fitness for Duty

All employees who are subject to a routine fitness for duty examination may be required to take a drug and alcohol test as part of their medical examination.

Follow-Up

All employees who have been enrolled in a rehabilitation program for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly, semiannual or annual basis (as determined by the City), for two years after return to work.

Testing Procedures

The testing will be conducted by a method of the City's choosing, at a testing facility selected by the City.

Refusal of Testing

Employees who refuse to take a drug test when requested will be subject to discipline, up to and including termination. An employee who refuses to submit to a drug test will forfeit his eligibility for all Workers' Compensation medical and indemnity benefits.

Confirmed test

The City may institute disciplinary action, up to and including termination, for any employee who has a positive confirmed drug test. [Specimens identified as positive include alcohol, marijuana/cannabinoids, amphetamines, cocaine, opiates, hallucinogens, barbituates, PCP and others.](#)

Confidentiality

Confidentiality of records concerning drug testing will be maintained except to the extent necessary to comply with this policy. All information, reports, memos and drug test reports,



written or otherwise, received by the City through the drug testing program will be kept confidential as provided by law. Employees and job applicants may confidentially report the use of prescription or non-prescriptions medication both before and after having a drug test.

Medical Marijuana

An Employee who is issued a Medical Marijuana Identification Card by the State of Florida, or any other State, must submit a copy of the card to Human Resources within 48 hours after the Medical Marijuana Identification Card is issued. Notwithstanding the employee’s right to use Medical Marijuana when legally prescribed, an employee may not work if the use of Marijuana impairs the customary job duties of the employee. An employee may not possess or use CBD products which contain THC while on or within City property (including vehicles and equipment) and may not work following the use of CBD products which contain THC if such use impairs the customary job duties of the employee.

1.38 DISABILITIES AND MEDICAL CONDITIONS IN THE WORKPLACE

It is the policy of the City to provide a safe and healthy work environment for all employees and the public that is served, and to make reasonable accommodation to the work needs of applicants and employees who have a known physical or mental disability, as long as this does not create an undue hardship on the City or threaten the safety and/or health of the employee and others at work.

All employees of the City, at any time during their period of employment, may be required by the Department Director to undergo psychological or medical examinations, in order to determine if they are mentally and physically fit for the position in which they are employed. All psychological or medical examinations requested by the City shall be at no expense to the employee. Refusal to submit to such examinations is grounds for immediate termination.

When an employee of the City is reported by the examining physician or psychologist to be physically or mentally unfit to perform work in the position in which he/she is employed, such employee may, within five (5) calendar days from the date of notification of such determination by the examining physician, indicate in writing to the Department Director their intention to submit the question of their physical or mental unfitness to a physician or psychologist of his/her/their own choice. If there is a difference of opinion between the original examining professional and the professional chosen by the employee, then the City Manager may, in his/her/their sole and exclusive discretion, designate a third professional to examine the employee. The City Manager is not bound by any such opinions, however, and may take any action he/she deems appropriate. The City shall bear the expense of reasonable direct costs of the examinations and shall provide the employee with reasonable time off to meet these appointments. The City shall be responsible for the reasonable and necessary overnight travel and expense cost related to these appointments if approved in advance by the City Manager.

If an employee contracts a disease or develops a physical or mental disability which limits their

ability to successfully perform the job duties, which is communicable to others, or which threatens the health or safety of others at work, the employee may be placed on a leave of absence, based on the advice of a physician. Before being allowed to return to work, the employee must provide the City with a written physician's statement, indicating that they are able to perform their job duties satisfactorily, with or without accommodation, and does not pose a threat to the health and/or safety of others at work. This information shall be placed in the employee's confidential file in the City Clerk's Office.

If an employee contracts a non-communicable disease or disability, they will be allowed to continue to work as long as the employee is physically and mentally able. The City will make reasonable accommodation to the employee's work needs, as long as this does not create an undue hardship for the City or threaten the health and/or safety of others at work. The City will require a written physician's statement verifying the status of the disease or disability. Management reserves the right to make all work-related decisions based on the best interests of the City and its citizens.

1.39 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The City of Cooper City adheres to the benefits provided to all eligible employees under the Family and Medical Leave Act of 1993 (FMLA). This section contains highlights of the provisions. Eligible employees may be able to take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons. For additional information, employees should contact the City Clerk's Office.

**Employee Eligibility**

An employee who has been employed with the City for at least twelve (12) months, and has worked at least 1,250 hours within the past twelve month period may, upon the approval of the City Manager, be granted a leave of absence in accordance with the Family and Medical Leave Act of 1993 (which shall control any questions concerning this section). An eligible employee may be granted up to twelve (12) weeks leave during any rolling twelve (12) month period for a personal serious health condition, birth or adoption or foster placement of a child, or to care for a child, spouse or parent with a serious health condition. An eligible husband and wife who both work for the City will be limited to a combined total of 12 workweeks of FMLA leave during any rolling twelve (12) month period for the birth of a son or daughter, the placement of a child with them for adoption or foster care, or if they are needed to care for a parent with a serious health condition.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember, as defined in 29 U.S.C. §2611, is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember. An

eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks during any single twelve (12) month period.

When leave is foreseeable, the employee shall provide written notice to the Department Director and City Manager, not less than thirty (30) days before the date leave is to begin. If thirty (30) days' notice is not possible, notice must be given as soon as practicable before leave is to begin. Leave may be denied or delayed if an employee fails to give timely notice. Leave may be designated as FMLA leave retroactively only if the employee is not harmed as a result of that designation or if the City and the employee both mutually agree that the leave taken was FMLA leave.

When leave is medically necessary, an employee may take said leave in a rolling 12-month period intermittently or use the leave to affect a reduced workweek. When leave is requested to care for a newborn or newly adopted or placement of a foster child, an employee may take leave intermittently or on a reduced leave schedule only if approved by the City Manager. Intermittent leave or reduced schedule leave may result in the employee being temporarily transferred to an equivalent available position for which the employee is qualified. An employee taking family or medical leave will be able to return to the same or equivalent position with the same benefits he/she would have received had no leave been taken.

The City may require an employee taking leave for serious health reasons to provide a health care provider's certification that leave is medically necessary. The City may require periodic status reports from employees on unpaid leave regarding the continued need for leave and the employee's intent to return to work. The City may require employees to provide medical certification of their fitness to return to work after medical leave for serious personal health problems. Employees may be denied leave or reinstatement after leave until the City receives proper medical certification.

An employee shall exhaust any applicable accrued leave as part of the approved family or medical leave prior to taking any leave without pay. Employees may use accrued sick leave when leave is requested to care for a newborn or newly adopted or placement of a foster child.

As in all other types of absence without pay, sick leave and vacation leave shall not accumulate during family and medical leave of absence without pay.

During family and medical leave, an employee shall be entitled to receive the same group health benefits he/she would have received had no leave been taken. Employees on unpaid leave must continue to pay the same portion of their group health plan premium as if no leave had been taken. Payments by employees shall be made by the fifteenth (15th) of the month for the following month or as mutually agreed upon prior to the commencement of leave. If an employee fails to return to work from leave granted under this provision, the City may recover any premiums paid to maintain group health insurance for the employee during the period of leave without pay.

The City shall consider leave for employees not meeting the criteria for FMLA leave on a case by case basis, as recommended by the City Clerk/Director of Administrative Services and approved by the City Manager.

**Job Restoration Following Leave**

Employees returning from FMLA leave are normally entitled to be restored to their original job or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. In addition, use of FMLA leave will not result in the loss of any employment benefit the employee earned or was entitled to before using FMLA leave.

**Outside Employment**

Outside employment during FMLA leave is prohibited, and may result in disciplinary action, up to and including immediate termination of employment.

**Exhaustion of FMLA Leave Period**

Any employee failing to return or unable to return to work at the exhaustion of the FMLA leave period may be subject to termination of employment. An employee who informs the City that they do not intend to return at the conclusion of their leave will be deemed to have resigned.

**This Policy is Not a Contract**

All of the parameters of FMLA leave, including the duration of leave, benefits availability, job restoration, and other rights and obligations associated with FMLA leave are limited by the requirements of applicable state and federal laws. Employees should not infer any express or implied contractual rights from this policy. The City reserves the right to modify this policy as necessary, in its sole discretion, to ensure compliance with applicable state and federal law.

~~1.40 — CELLULAR PHONE ALLOWANCE~~

Commented [KS9]: To be placed in APM

~~The City recognizes that some positions require the need for communication devices such as cell phones that extend the employee's communication with the workplace. All related issues shall be determined by the department director based on their operational needs. Employees requiring cell phones will receive a monthly cell phone allowance.~~

~~Any use of a communication device (whether issued by the City or personally owned) by a City official to conduct City business must be compliant with Florida Statutes Chapter 119 and the City's Information Technology Usage Policy. Employees must pay taxes on this benefit as directed by the IRS.~~

~~Cellular Phone Calls Subject to Public Records Requests:~~

~~Employees and elected officials should be aware that the record of telephone calls made on their telephones may constitute public records if the call concerns City business pursuant to the statutory "public record" definition which is set forth below. In the event that a public records request is made for an employee's/elected official's cellular telephone calls, that~~

~~employee/elected official will be given the opportunity to redact any personal phone numbers from the list prior to release to the requesting party. Discretion should be exercised by employees when using their telephones for personal use during regular business hours of the City. Accordingly, the duration and frequency of said personal calls should be limited by employees during work hours.~~

Florida Statute 119.011(12) defines public records as follows:

~~“documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”~~

~~Records of personal phone calls that were not made or received pursuant to a law or ordinance or in connection with the transaction of official business do not meet the statutory definition of public records. As such, the employee/elected official is not obligated to provide said non-public records and all references to such personal calls may be redacted in accordance with law. The employee/elected official shall assist the City Clerk’s Office in identifying those calls which do not constitute a public record (under the definition recited above), in the event of a public records request. The employee/elected official shall also assist the City Clerk’s Office in identifying any calls which may be exempt by law from public inspection or which may constitute confidential records by law, in the event of a public records request.~~

~~1.41 OUTSIDE EMPLOYMENT~~

Commented [KS10]: To be added to APM

~~The City would prefer that employees not obtain employment in addition to working for the City, although the City realizes that it may be necessary in some situations. The employee’s first obligation is to the City, including regular and additional work hours, and meeting required attendance.~~

~~An employee may only engage in outside employment (including self employment) with the prior approval of the City Manager. No employee of the City shall engage in any other employment, unless and until such employee has completed To request permission for outside employment, the Employee must complete the City’s Outside Employment Form.~~

~~No person employed by the City shall accept employment during off duty hours wherein, because of the employee’s position with the City, they could exercise unfair advantage over others engaged in the same occupation but not in the City’s employ. Further, no person employed by the City shall accept or No Employee may engage in off duty employment to the extent that the same would tend to which may impair the Employee’s such person’s capability, mental or physical ability to perform their, in the performance of their assigned duties with the City.~~

~~Based on information from public health authorities about pandemics, public health emergencies, or other similar emergencies, the City Manager has the sole and exclusive discretion to evaluate whether outside employment conflicts with an employee's employment with the City. Such conflict includes, but is not limited to, outside employment which poses a direct threat (i.e., significant risk of substantial harm) to safety in the City workplace. Such threat may be an outside employment position which puts the employee at an increased risk of contracting COVID-19 or any contagious illness, which could then be spread to other City employees or be spread to the community that the City serves.~~

~~To request approval for outside employment, an employee must:~~

- ~~—— File an "Outside Employment Form" with the Human Resources Department.~~
- ~~—— Wait for outside employment approval to be authorized by the City Manager.~~
- ~~—— Make arrangements with the outside employer to be relieved from duty if called for work by the City Manager.~~

~~If outside employment is approved, an employee must notify the Human Resources Department of changes in conditions of any outside employment within 24 hours of the employee becoming aware of such changes. This includes changes to your duties, working conditions, or changes to any information that you provided on the Outside Employment Form. Human Resources must be notified in writing, either by electronic mail or by providing a written document to Human Resources. An employee's failure to timely report any changes in conditions of outside employment will be grounds for discipline, up to and including termination.~~

~~If outside employment is approved, the approval is valid only for the employer listed on the request form. Employees must submit a request to renew the outside employment approval annually. Employees must submit the annual renewal request at least five (5) working days prior to the annual date of original approval.~~

~~G. —— If an employee sustains an injury or illness during any outside employment, the employee must report such injury or illness to ACA Human Resources a minimum of two hours prior to the employee's next scheduled work time at the ACA. An employee's failure to timely report an injury or illness sustained during outside employment will be grounds for discipline, up to and including termination.~~

~~H. —— An employee that is out sick or on any other type of leave from the ACA may not work at another job during the duration of the time away from work at the ACA, if such outside employment is inconsistent with the reason for leave approved by the ACA. Employees injured or rendered incapable of performing assigned duties while engaged in off duty employment shall be suspended from paid status until such time as the employee shall produce a written physician's statement certificate to the effect that they are physically capable of returning to regular duties with the City. Outside employment must be suspended if work status is sick leave,~~

~~workers' compensation leave, FMLA, or restricted duty.~~

~~Any employee who shall disregard or violates these personnel policies may will be subject to disciplinary action, up to and including termination.~~

~~1.42 — SMOKING SMOKE FREE ENVIRONMENT POLICY~~

Commented [KS11]: Placed in APM

~~Smoking in the workplace is prohibited in accordance with Florida state law. Employees wishing to smoke must do so in an authorized outdoor smoking area as designated by the City during their scheduled break. Additionally, the city prohibits the use of e-cigarettes or vaping inside city buildings and city vehicles.~~

~~Use of tobacco is prohibited in any vehicle owned, leased, or rented by the City or where prohibited by law. Employees will make every effort to minimize the use of tobacco when they are actively engaged in dealing with the public. Tobacco in any form includes, but is not limited to cigars, cigarettes, pipes, snuff, and chewing tobacco. An employee who engages in prohibited conduct will be subject to appropriate disciplinary action, which may include warnings, reprimand, suspension, or termination.~~

~~1.43 — E-MAIL/INTERNET POLICY~~

Commented [KS12]: Placed in APM

~~In order to facilitate communications within the City, a computer network system has been installed that includes an e-mail capability and Internet connection. Access to the Internet and/or Internet E-mail may be assigned by Department Directors and supervised by the Information Systems Manager. Use of the City provided Internet and E-mail is a privilege. Unauthorized use will result in the loss of access for the user and depending upon the seriousness of the infraction, may result in disciplinary action as deemed appropriate. Employees should be as conservative as possible in personal use and understand that public records laws may bring their use under scrutiny by the media and the public.~~

~~The internal communication systems, as well as the equipment and data stored, are and remain at all times the property of the City of Cooper City. Accordingly, all messages and files created, sent, received or stored within the system should be related to City business and are and will remain the property of the City. The City reserves the right to retrieve and review any message or file composed, sent or received. It should be noted that although a message or file is deleted or erased, it is still possible to recreate the message. Therefore, ultimate privacy of any and all electronic messages of any form whatsoever cannot be assured to anyone. Although electronic mail and voice mail may allow the use of passwords for security, confidentiality cannot be guaranteed. It is possible for messages to be retrieved and viewed by someone other than the intended recipient. Furthermore, all passwords are and must be known by the City as the system may need to be accessed by the City in the absence of an employee.~~

~~Employees are cautioned that they should have no expectation of privacy while using the Internet and postings can be reviewed by anyone. The City of Cooper City reserves the right to monitor~~

~~comments or discussions about the City, its employees, and its residents, posted on the Internet by anyone, including employees and non-employees. The City of Cooper City uses blog search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites. Employees cannot use employer-owned equipment (including computers, City licensed software or any other electronic equipment), facilities or City time, to conduct personal blogging or social networking activities. Employees cannot use blogs or social networking sites to harass, threaten, discriminate or disparage against employees or anyone associated with the City of Cooper City.~~

~~The use of the Internet and e-mail provided by the City of Cooper City expressly prohibits the following:~~

- ~~1. Discourteous communication to or about other persons, the City or other organizations.~~
- ~~2. Sending, receiving, printing, or posting offensive or harassing statements or language including remarks of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.~~
- ~~3. Sending or soliciting sexually-oriented messages or images including accessing any adult (pornographic) websites.~~
- ~~4. Operating a business, usurping business opportunities or soliciting money for personal gain, or searching for employment outside the City of Cooper City.~~
- ~~5. Issuing or forwarding chain mail and other frivolous messages.~~
- ~~6. Accessing gambling or hate group websites.~~
- ~~7. The circulating of jokes, comics or non-job-related computer graphics.~~
- ~~8. Personal/private employee blogging or personal/private use of such social media websites including, but not limited to, Facebook, Twitter, You Tube, and LinkedIn.~~
- ~~9. Soliciting donations, including charitable campaigns, except as specifically authorized or part of official City-sponsored events, i.e., blood drives, United Way, etc.~~
- ~~10. Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.~~
- ~~11. Sending, receiving, printing, posting, or otherwise disseminating proprietary data, City logos or other confidential information of the City of Cooper City in violation of any policy or proprietary agreements.~~



~~Disciplinary action for violation of this policy may include, but is not limited to, termination, suspension, or transfer of the offending employee. In cases involving less serious violations, disciplinary action may consist of warning or reprimand. Remedial action may also include counseling, changes in work assignments, or other measures designed to prevent future misconduct. The measure of discipline will correspond to the gravity of the offense as weighed by its potential effect on the City and fellow employees.~~

~~When utilizing e-mail, etiquette is important. The strategies for effective e-mail communication are as follows:~~

- ~~1. Whenever possible, avoid communicating through e-mail on a sensitive subject that should be addressed in person;~~
- ~~2. Communicate confidential information in another form other than e-mail;~~
- ~~3. Check for accuracy and use correct grammar, spelling and punctuation;~~
- ~~4. Read all messages and respond regularly;~~
- ~~5. Avoid the use of typing a message in all capital letters;~~
- ~~6. Be careful not to use the 'Reply All' function when not intended, for e.g., system-wide distribution;~~
- ~~7. Ensure that messages are deleted or saved; the server should not be used to permanently store messages.~~

~~1.44 SOCIAL NETWORKING POLICY~~

Commented [KS13]: Placed in APM.

~~Cooper City takes no position on your decision to start or maintain a blog or participate in social networking activities. However, it is the right of the City to protect itself from unauthorized disclosure of information. Cooper City's social networking policy applies to all employees. Social media or technology include but are not limited to video, audio, sites such as Facebook and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with Cooper City. Employees are cautioned that they should have no expectation of privacy when using social media.~~

~~Unless specifically instructed, employees are not authorized and therefore restricted to speak on behalf of Cooper City. Employees may not publicly discuss residents, employees or any work-related matters, whether confidential or not. Employees are expected to protect the privacy of Cooper City, including but not limited to its employees, residents, elected officials, and financial information. Employees are cautioned that they should have no expectation of privacy while using the internet. Cooper City reserves the right to monitor comments or discussions about the City, its employees, residents, and elected officials posted on the internet by employees or~~

~~anyone else. Employees cannot use employer-owned equipment, nor facilities or City time, to conduct personal blogging or social networking activities.~~

~~Cooper City requests and strongly urges employees to report any violations or possible or perceived violations to supervisors, managers, or to the City Clerk/Director of Administrative Services. Violations include discussions of Cooper City and its employees, residents, and elected officials and financial information and any unlawful activity related to blogging or social networking. Cooper City investigates and responds to all reports of violations of the social networking policy and other related policies. Violation of the City's social networking policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. Bloggers can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just Cooper City.~~

1.45 SAFEGUARDING SOCIAL SECURITY NUMBERS/EXEMPT INFORMATION

It is the policy of the City of Cooper City to protect the confidentiality of Social Security numbers obtained and used in the course of business from its employees and applicants. Some employees whose personal information may be exempt from public record law (Section 119, Florida Statutes). All Department Directors and employees are expected to rigorously adhere to this policy. Any employee violating the provisions of this policy and its operating procedures will be disciplined in accordance with the City's rules.

1.46 ACCIDENTS

Commented [KS14]: Placed in APM

~~All accidents which occur on City property or involving any City equipment/operations, whether to employees or visitors, must immediately be reported to a supervisor and/or the Department Director who will report to the accident scene. This procedure is necessary in order to provide immediate medical aid to an injured person and to provide a full and prompt report to the City's Human Resources Administrator or the City Clerk/Director of Administrative Services. Employees should not make any statements to the injured person as to their opinions on the cause of the accident; instead, report the complete circumstances to the Human Resources Administrator or the City Clerk/Director of Administrative Services on the appropriate forms within 2 hours of the accident or as soon as practicable but not to exceed 12 hours. Employees in accidents involving City vehicles may be subject to disciplinary actions based upon accident history and upon determination of fault. In addition, supervisors who have been notified of an accident and did not report to the accident scene may be subject to disciplinary action. Such disciplinary actions may range from a written warning to suspension without pay or, depending on severity and frequency, up to and including termination. The final disciplinary action will be at the City~~

Manager's discretion.

~~1.47 DRIVER'S LICENSE POLICY~~

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~~This policy specifically addresses employees who occupy positions that require a valid driver's license and/or special driving certification (commercial driver's license) as a condition of employment.~~

~~An employee who has his/her/their driving license and/or privileges rescinded, suspended, revoked, barred or otherwise impaired for violating such statutes shall immediately notify his or her supervisor by 9 a.m. eastern time the next working day and **immediately discontinue operation of the city vehicle**. Failure to do so may result in disciplinary action, including termination of employment.~~

~~The employee shall not be permitted to operate a vehicle on behalf of the city until after the Department of Transportation or the appropriate state licensing agency restores the employee's ability to drive **and** until after the employee's immediate supervisor has completed an independent review of the circumstances and approves in writing the restoration of the employee's driving privileges.~~

~~The City Clerk's Office shall check driving records prior to hiring employees and verify that his or her driving record is acceptable. An employee who receives a traffic ticket in a city vehicle shall immediately notify his/her/their supervisor. The City Clerk's Office shall periodically validate all drivers' licenses of current employees authorized to drive city vehicles.~~

~~An employee whose job classification or position requires the possession and maintenance of a driver's license and/or any required special driving certification in order to perform the essential functions of the job and who subsequently has his or her license impaired in any manner may be terminated from employment for failure to maintain the necessary qualification required for that position.~~

~~1.48 DRIVING SAFETY POLICY~~

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~~The safety and well being of our employees is of critical importance to the organization. We therefore each have a responsibility to not only protect ourselves when on the road but also should do our part to protect those around us. Employees that are required to drive on City business at any time will be expected to consistently apply and follow all the procedures below:~~

- ~~1. All employees must wear seat belts at all times while in a moving vehicle is being used for city business, whether they are the driver or a passenger.~~
- ~~2. Use of handheld cell phones and radios, whether personal or city owned, while behind the wheel of a moving vehicle being used on city business is strongly discouraged.~~

- ~~3. Engaging in other distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations or music, is also strongly discouraged while driving, even when in slow-moving traffic.~~
- ~~4. Use of alcohol, drugs or other substances, including certain over the counter cold or allergy medications that in any way impair driving ability, is prohibited.~~
- ~~5. All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior while driving.~~
- ~~6. No unauthorized personnel are allowed to ride in city vehicles.~~
- ~~7. Employees who drive commercial vehicles or who are otherwise subject to separate rules and regulations such as those dictated by state or federal law are also expected to adhere to all policies and regulations associated with the appropriate law or regulation that applies.~~
- ~~8. Employees must promptly report any accidents to local law enforcement as well as to the city in accordance with established procedures. [See Accident Policy]~~
- ~~9. Employees are also expected to report any moving or parking violations received while driving on city business and/or in city vehicles.~~
- ~~10. No driver shall operate a city vehicle when his/her/their ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.~~
- ~~11. Drivers are responsible for the security of city vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.~~
- ~~12. A spotter will be used at all times when backing a vehicle with an obstructed view. When a spotter is not available, the driver will conduct a walk around inspection prior to backing vehicle.~~
- ~~13. Failure to adhere to these procedures may result in disciplinary action per city policy.~~

~~1.49 CITY PROPERTY~~

~~Each City employee who is entrusted with City property is responsible for the safety and maintenance of said property. Damaged, stolen, or lost equipment must be reported to the employee's supervisor and the City Clerk's Office within twenty-four (24) hours. Any replacements will be subject to disciplinary action unless the employee can show evidence that~~

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~~the loss was beyond their control. At the time of separation from City service and prior to receiving final salary payment due, all City property entrusted to said employee, including but not limited to, records, books, uniforms, keys, tools and identification cards, shall be returned to the department and certification to this effect shall be made by the Department Director or Supervisor. Any monies due the City because of shortages shall be deducted from the employee's final paycheck. Each department shall have procedures in place to monitor and control city property. Employees in mechanical positions will be subject to the tool allowance policy as administered by the City Manager.~~

1.50 SUBPOENAS

Employees may occasionally receive a subpoena concerning a City related legal matter. In most cases, the subpoena will instruct the employee to either appear for a deposition or to produce certain specified documents. Upon receipt of a subpoena, all employees shall immediately provide a copy of the entire subpoena to the Department Director and the City Clerk/Director of Administrative Services. The City Attorney will review the subpoena and contact the employee involved and advise them of the required response. No response to the subpoena should be made until the City Attorney has reviewed the subpoena and advised the employee accordingly. This procedure applies to all subpoenas received by an employee concerning a legal matter involving the City, except for subpoenas issued in a criminal case and directed to a law enforcement officer. Failure to comply with this section will result in disciplinary action.

1.51 THREATS OF LITIGATION

Any employee who receives any kind of city-related notice with the intent of litigation shall immediately provide a copy to the Department Director who will forward a copy to the City Manager, the City Clerk/Director of Administrative Services. All copies should be sent with a cover letter, since the transmittal of such a document should be noted for the City records. Discretion should always be used and citizen concerns should try to be resolved at the department level. However, any legal threats, especially those in writing from a law office, should be dealt with by the above outlined actions.

1.52 CITY POLICIES AND PROCEDURES

Employees are required to comply with all City policies and procedures as may be established by the City.

**SECTION TWO: BENEFITS OF CITY EMPLOYMENT**

**2.1 ACCESS TO GROUP HEALTH INSURANCE**

**A. Group Health Insurance Program:** The mayor, commission, City manager, and full time City employees are eligible to participate in the City of Cooper City Group Health Insurance Program. The City Manager or ~~his/her~~~~their designee~~~~their designee~~ from time to time shall negotiate and submit to the City Commission for approval, execution, and renewal, group insurance contracts that provide adequate group coverage for City employees in accordance with Section 112.08 (F.S.).

Eligible individuals may select individual coverage, individual and family coverage or no coverage. The City pays the employees' group health coverage. The City shall contribute an amount per month toward the premiums for any dependent health insurance coverage the employee may elect to receive as designated by the City Manager in the annual budget. The group insurance plan provides for hospitalization, dental, and vision care.

An employee (including elected officials) who declines to participate in the City ~~group~~ health insurance plan may be eligible to receive a stipend not to exceed \$325 per month. The non-participating employee shall provide proof of alternative health insurance coverage (other than Medicare) and proof of the premium paid for dependent coverage on the alternative health insurance plan, if applicable. The stipend amount shall be based on the lesser of either \$325 per month or the monthly amount paid for dependent coverage by the non-participating employee for alternative coverage. The non-participating employee shall be responsible to provide updated evidence of coverage and premiums annually or within 30 days of change in status. Failure to promptly report change in coverage shall result in disciplinary action up to and including termination. The employee is responsible to submit documentation timely and back pay for any lack of coverage shall not be awarded.

The schedule of benefits and the effective date of coverage shall be determined by the plan documents. Each full time employee shall receive upon appointment, a booklet detailing the benefits under the present insurance plan.

**B. Retiree Medical Coverage:** Pursuant to the provisions of Section 112.0801, Florida Statutes, all City employees and elected officials who retire from City service shall be eligible to participate in the City's group health coverage at their own cost. No administrative fee shall be charged to the employee or elected official for the continuation of benefits. Retirees and their eligible dependents shall be offered the same group health insurance coverage as is offered to active employees. If an employee or elected official declines coverage upon retirement, or does not elect coverage within ~~30~~ ~~60~~ days of retirement, coverage may not be added at a later time. If the retiree fails to pay the monthly cost of insurance on a timely basis and after 30 days written notice by the City to the retiree, coverage may be terminated by the City. Elected Officials and Department Directors hired or elected prior to January 1, 2012, and who have met the criteria (in accordance with policy 14.06 of the 2010 edition of the ~~Manual of~~

~~Personnel Policies~~ Personnel Policy Manual) shall receive: (1) fully paid health insurance coverage and associated benefits; and (2) the Medicare supplement offered by the City at the City's cost. This provision does not apply to anyone first elected or hired after January 1, 2012.

**C. Life and accidental death and dismemberment (AD&D) insurance:** The City provides to each employee \$50,000 in whole life insurance with ancillary AD&D coverage, at no cost to the employee. Employees may elect to purchase on their own additional life insurance coverages for themselves and their dependents. Coverage ends when employment or service with the City terminates.

**D. Long-term disability insurance:** The City provides for a mandatory group policy for long-term disability, in the event an employee is disabled from illness or a non-job-related injury. The City pays 50% of the premium and the remaining 50% is deducted from each employee's bi-weekly pay. Coverage ends when employment or service with the City terminates.

**E. Dental Insurance:** The City provides a group insurance plan for dental coverage for all employees, at no cost to the employee. Any employee who requires dependent dental coverage may purchase same via the City's group dental plan and pay the full costs thereof.

**F. Voluntary coverages:** The City also offers a number of programs/policies that employees may participate in at their own cost. These include various supplemental policies through a variety of vendors, AFLAC, deferred compensation accounts, ~~via the International City/County Management Association (ICMA)~~ and supplemental voluntary life insurance benefits. Depending upon City policy, these benefits may or may not be eligible for continuation when employment or service with the City terminates.

**G. Cobra benefits:** The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most group health plans to provide a temporary continuation of group health coverage that otherwise might be terminated. COBRA requires continuation coverage to be offered to covered employees, their spouses, their former spouses, and their dependent children when group health coverage is lost due to certain specific events. See the Human Resources Administrator for more information.

**The Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Health Insurance Portability and Accountability Act of 1996 requires that employees be notified on how medical information about them is collected, how that information may be disclosed and how they can get access to this information. Confidentiality is a top priority for the City of Cooper City. We are committed to maintaining the highest level of confidentiality with all of the information we receive from our employees and subscribers to the various health benefit plans of the City. The City requires that contracted third-party administrators of the City's health plans meet HIPAA security standards for all information, including that which is transmitted or maintained electronically.

The City respects the privacy of personal information and understands the importance of keeping this information confidential and secure. The City protects the confidentiality of the personal information we receive following Federal and State laws. Our practices apply to current and former employees and complies with the "Protected Health Information" (PHI) HIPAA disclosure requirements. The City is committed to maintaining compliance with HIPAA regulations and all related provisions of federal and state law, as it may be amended from time to time, shall apply.

**Employee Assistance Program (EAP)**

The City of Cooper City recognizes that employees may have personal problems that greatly affect their quality of life and may also affect their job performance. Therefore, the City has made available to its employees, through its existing health benefit plans, counseling services. Any employee who displays a tendency to engage in violent, abusive, or threatening behavior or who otherwise engages in behavior that the City, in its sole discretion, deems offensive or inappropriate, will be referred to a mental health professional of the City's choice and at the City's expense, for evaluation.

All employees of the City, at any time during their period of employment, may be required by the Department Director to undergo psychological or medical examinations, in order to determine if they are mentally and physically fit for the position in which they are employed. All psychological or medical examinations requested by the City shall be at no expense to the employee. Refusal to submit to such examinations is grounds for immediate termination.

When an employee of the City is reported by the examining physician or psychologist to be physically or mentally unfit to perform work in the position which he/she is employed, such employee may, within five (5) days from the date of notification of such determination by the examining physician, indicate in writing to the Department Director their intention to submit the question of their physical or mental unfitness to a physician or psychologist of his/hers/their own choice. If there is a difference of opinion between the original examining professional and the professional chosen by the employee, then the City Manager may, in his sole and exclusive discretion, designate a third professional to examine the employee. The City Manager is not bound by any such opinions, however, and may take any action he deems appropriate. The City shall bear the expense of reasonable direct costs of the examinations and shall provide the employee with reasonable time off to meet these appointments. The City shall be responsible for reasonable and necessary overnight travel and expense related to these appointments if authorized in advance by the City Manager.

**2.2 NOTICE OF PRIVACY PRACTICES**

The City of Cooper City Group Health Plan is required by law to take reasonable steps to ensure the privacy of the personally identifiable health information of employees, retirees, and dependents covered by the City's group health plan, and to provide information about:

- the Plan's uses and disclosures of Protected Health Information (PHI);



- privacy rights with respect to PHI;
- the Plan's duties with respect to PHI;
- the right to file a complaint with the Plan and the Secretary of the U.S. Department of Health and Human Services; and
- the person or office to contact for further information about the Plan's privacy practices.

The term "Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic). Non-authorized disclosure of PHI will be subject to disciplinary action up to and including dismissal.

The complete notification is provided to all employees in the City's plan document, posted on employee bulletin boards, or may be obtained from the City Clerk's Office.

### **2.3 REGISTRATION OF DOMESTIC PARTNERSHIP RELATIONSHIP**

**A. General policy:** A valid domestic partnership relationship may be registered by two persons who are domiciled in Broward County, by filing a declaration of domestic partnership with the Broward County Records Division, pursuant to the provisions of Section 16 ½-153 of the Broward County Code.

#### **B. Extension of benefits.**

1. **Insurance:** Any City employee who is a party to a registered domestic partnership relationship, and provides a certificate of registration from Broward County Records Division, shall be entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis under which any City employee may elect insurance coverage for his or her spouse or dependents. A City employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, shall extend to all forms of insurance provided by the City to the spouses and dependents of City employees, unless such coverage is prohibited by state or federal law. All elections of coverage shall be made in accordance with the requirements of applicable City rules and policies and Chapter 16 ½ of the Broward County Code. However, in no event shall an employee make an election for coverage of a domestic partner more than two (2) times in a plan year. An employee must immediately notify the HR Administrator of the termination of domestic partnership.
2. **Other benefits:** Any City employee who is a party to a registered domestic partnership relationship, and provides a certificate of registration from the Broward County Records Division, shall be entitled to use all forms of leave provided by the City including, but not limited to, sick leave, annual leave, family and medical leave and funeral leave for a domestic partner or the dependent of a domestic partner, as applicable. The use of leave authorized herein shall be consistent with the applicable requirements in City rules and policies and this Manual.

Unless prohibited by state or federal law, all other benefits available to the spouses and dependents of City employees shall be made available on the same basis to the domestic partner, or dependent of such domestic partner, of a City employee who is a party to a registered domestic partnership relationship.

**C. Exceptions:** COBRA extension of group health benefits to separated employees is a Federal law. This law only permits “qualified beneficiaries” to receive extension of benefits. According to ERISA and IRS 1999 regulations, a qualified beneficiary is defined as a covered employee, the spouse or the dependent child of a covered employee. Therefore, group insurance plans do not extend COBRA extension benefits to domestic partners.

**2.4 VACATION LEAVE**

Vacation with pay for full-time employees is one of the ways the City shows appreciation to employees for their length of service and ~~good work~~ contribution to the goals of the City. It is the policy of the City that vacations are necessary to the health and well-being of all its employees, and that this time off ~~shall~~ must be taken by every employee, except in unavoidable emergencies. Employees ~~shall~~ accrue paid vacation leave beginning on their date of hire, ~~in order to accrue paid vacation leave, an employee must be in accordance with the requirement of being on “paid status” for at least eighty (80) hours~~ in any during the month that leave is accrued. ~~month-~~ ~~Va~~ Vacation accrual is based on the employee’s length of service according to the following schedule:

<u>Length of Service</u>	<u>Vacation Accrual</u>
Date of hire <del>through</del> 5 years	10 days for the year
Year 6 <del>through</del> 10 years	15 days for the year
<del>After 10 years</del> 10 years and thereafter-	20 days for the year

Maximum accrual: 240 hours. No accruals will occur after 240 hours is reached, except in the event of a state declared emergency.

Commented [JN18]: How was 240 established?

Eligibility

A ~~full-time~~ ~~n~~ employee is eligible for vacation leave with pay upon completion of ~~his/her/their~~ six (6) month probationary period. Vacation days are accrued on a biweekly basis.

In order for an employee to receive accrual, he/she must be in “~~paid~~ status” ~~for at least eighty (80) hours during the month the pay period.~~ For the purpose of this section, paid status includes vacation leave, holiday pay hours, sick leave and compensatory time. Paid status does not include donated sick leave or workers’ compensation leave.

Scheduling

Vacations must be scheduled through the employee’s supervisor and Department Director based on operational needs. Scheduling vacation leave shall be at the discretion of the Department

Director, provided it does not interfere with City operations. For every vacation day requested a forty eight (48) hour notice must be given (for example: if an employee requests forty (40) hours of vacation leave, the request must be made ten (10) prior to the leave dates). If a designated holiday falls within a vacation period, holiday pay will be utilized for that day. Department Directors may utilize their administrative discretion in granting any variance to this rule with the approval of the City Manager. Any such variance shall not operate to reduce or increase the maximum annual accrual of paid vacation ~~days which~~ days, which is specified herein.

Vacation Cash-out

In lieu of time off, employees may choose to receive payment for a portion of their annually accrued vacation leave during a designated cash-out pay period once a year. The employee must have a minimum of eighty (80) hours of accumulated vacation leave at the time of the cash-out request and the amount of eligible cash-out leave shall not exceed one-half (1/2) of the total hours earned for that year. Any employee participating in this benefit shall have a minimum of forty (40) hours of vacation leave remaining in ~~his/her~~ their account after the cash-out request is processed. Any payments made directly to the employee shall be made within the month of November of each year. Requests for advance payments will not be granted.

**2.5 PERSONAL LEAVE**

All full time employees ~~shall~~ accrue two personal leave days per year on their anniversary date. Provided, however, that probationary employees ~~shall~~ may be credited with one personal day after six months of employment and the second personal leave day on their anniversary date. Employees ~~shall be entitled to~~ may utilize ~~said~~ personal leave upon prior notification to and authorization by their Department Director. This benefit must be used in the twelve-month period and does not accrue from year to year. Unused personal time cannot be cashed is not paid upon termination or any other circumstances.

**2.6 PAID HOLIDAYS**

The City of Cooper City observes a number of official paid holidays each year. The Commission may also establish additional holidays in its sole discretion. Holidays will be observed in accordance with the days scheduled by the Federal Government. The normal paid holiday schedule is as follows:

- New Year’s Day (January 1)
- Day before or day after New Year’s Day (December 31 or January 2)
- Martin Luther King, Jr. Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)

Veterans Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Day after Thanksgiving (Fourth Friday in November)  
Christmas Day (December 25)

Day before or day after Christmas Day (December 24 or December 26)

Holidays may be changed to coincide with business considerations at the discretion of the City Manager. Full-time employees required to work on the day on which a holiday is observed shall be paid, in addition to one day's pay, an amount equal to one and one-half times the employee's hourly wage for the time actually worked on the holiday, regardless of the actual number of hours worked for the work week. If the holiday falls during an employee's vacation leave, that day shall be charged as holiday and not against his or her annual leave.

To be eligible for holiday pay, the full-time employee must be on paid status. For the purpose of this section, paid status includes vacation leave, compensatory time, and supplemented workers compensation. Sick leave is not construed to constitute approved leave with pay unless it was pre-scheduled.

An employee may not be entitled to be paid for any holiday in which they are absent either the day before or after the holiday without advance notice or unless satisfactory evidence of illness is furnished to the employee's supervisor. The City Manager may waive this provision at his discretion. Any employee desiring to observe the religious requirements of his or her faith on a working day which does not fall on a national or legal holiday may, if circumstances permit, be allowed to do so by the Department Director. If work scheduled cannot be arranged so as to provide for substituted work time, then deductions shall be made against the employee's vacation or personal time.

**2.7 SICK LEAVE**

This Sick Leave policy is designed to provide position and salary continuation in the event of illness or injury and to promote sick leave conservation for extended protection. In order to help protect employee income in the time of illness, the City provides employees with a Sick Leave Policy. Under this benefit, employees accumulate eight (8) hours of sick leave per month for any month in which they are on paid status for at least one hundred twenty (120) hours. For the purpose of this section, paid status includes vacation leave, holiday pay hours, sick leave and compensatory leave. Paid status does not include donated sick leave or workers' compensation leave.

Sick leave may be used for illness or injury of the employee and for doctor/dentist appointments when it is not possible to schedule them during non-working hours. When unavoidable, sick leave may be used for illness or injury of the employee's spouse, children [step-children](#) and/or parents when it is not possible to schedule appointments during non-working hours. Sick time used for health care provider appointments, which are not medically urgent, must be scheduled

in advance and approved by the supervisor. **Sick leave may not be used to extend vacation leave. The City reserves the right to require a written physician statement as proof of the appointment for sick leave benefits.**

Sick leave is a privilege, and therefore must be used only for legitimate illness. When an employee is ill and cannot report for work, the employee or a family member must notify the employee's supervisor no later than the time the employee is regularly required to report to work. If an employee fails to contact their supervisor, the leave will be considered unauthorized leave and may be subject to disciplinary action.

Sick leave benefits may not be granted if it is requested for scheduled workdays just before or after holidays or vacations unless ~~satisfactory~~ evidence of illness is furnished to the employee's supervisor. If a holiday is observed while an employee is out on extended sick leave while under a physician's care, the time shall be charged to holiday time and not against sick leave.

Sick leave benefits may not be abused. Employees who abuse sick leave will be subject to disciplinary action. Any use of this privilege, except for legitimate illness or disability, will be treated as falsification of time records and subject to immediate disciplinary action. Examples of sick leave abuse include, but are not restricted to, the following:

- ~~• Regularly taking one or two sick leave days each month.~~
- Creating a pattern by taking sick leave before or after weekends, the first or last day of the normal workweek, if the workweek is other than Monday through Friday, and/or before or after a holiday and/or a vacation.
- ~~• Calling in too ill to perform normal duties but not too ill to do other things.~~
- An employee telling co-workers of a plan to take a day off, and then calling in sick that day.
- ~~• Being employed for six (6) months or more and having minimal sick leave accumulated.~~

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Sick Leave Cash-out Policy

~~As an incentive to limit abuse of sick leave, Employees may accrue a maximum of up to 90 days (equivalent to 720 hours) of sick leave may be accumulated.~~ Any accumulation in excess of ninety (90) days ~~shall be~~ forfeited. Full-time employees who leave the City in good standing shall receive a cash payment for accumulated leave time in accordance with the following schedule:

1. Employees who have satisfactorily completed fifteen (15) years service as paid, regular full-time employees, who resign or retire voluntarily (i.e., are not discharged for cause) and give at least two (2) week's notice to the Department Director of such resignation or retirement, ~~shall be entitled to will receive~~ payment for seventy-five percent (75%) of their accumulated sick leave hours, to be computed at their rate of pay as of their last day worked.
2. Employees who have satisfactorily completed ten (10) years of service and who meet the additional conditions of paragraph (1) above ~~shall be entitled to will receive~~ payment for fifty

percent (50%) of their accumulated sick leave hours, to be computed at their rate of pay as of their last day worked.

3. Employees who have satisfactorily completed at least five (5) years of service and who meet the additional conditions of paragraph (1) above ~~shall be entitled to~~ will receive payment for twenty-five percent (25%) of their accumulated sick leave hours, computed at their rate of pay as of their last day worked.

Sick Leave Conversion Policy

Full-time employees with a minimum balance of 550 sick leave hours may convert up to 6 sick leave days into annual leave or a monetary payout as budgetary conditions permit, as follows:

1. The conversion equivalency shall be one (1) annual leave day for every two (2) sick leave days, up to a maximum of six (6) sick leave days.
2. Utilizing the same standard set forth in Section 1 above, employees may convert sick leave into cash payments in lieu of annual leave.
3. Sick leave conversions can only be in increments of full eight (8) hour days.
4. The employee must request the conversion or payout, in writing, to his or her Department Director no later than November 30<sup>th</sup> of each year. Requests for advance payments or advance conversions will not be granted. Requests after November 30<sup>th</sup> will be void.

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**2.8 DISCRETIONARY LEAVE ISSUES**

**A. SICK LEAVE DONATION POLICY**

The purpose of the Sick Leave Donation Policy is to establish a way of allowing employees to share their accumulated sick leave with others who may face financial hardship because they have exhausted all of their own leave due to an extended serious, catastrophic, or unforeseen illness, injury or impairment.

An employee may elect to voluntarily donate sick leave to a fellow employee only for a serious medical condition that has been approved as a FMLA related event by the City Clerk/Director of Administrative Services. Employees may donate a maximum of eight (8) hours to each eligible receiving employee per calendar year providing that the donating employee retains a minimum of eighty (80) hours of sick leave in ~~his/her~~ their ~~account~~ their account.

The employee receiving donated time must utilize all ~~his/her~~ their -leave accruals (sick, compensatory, personal, and vacation) prior to allocation of any donated time. Sick and vacation time ~~shall~~ do not accrue while the employee utilizes donated sick leave and until

such time as he/she meets the pay status requirements of *Section 2.4 and Section 2.7* of this Manual. The total donated sick leave ~~shall~~will not exceed 240 hours per employee in a rolling twelve (12) month period. After the FMLA related leave has ended, any donated time not subsequently allocated will be canceled and the potential donor notified that their donation was not used. The unused donated time will be returned to the potential donor.

~~An employee requesting sick leave donations must first contact the City Clerk/Director of Administrative Services for approval and issuance of a Sick Leave Donation Request Form ("Request Form"). In order to maintain confidentiality, no information regarding the employee's FMLA event will be distributed by the City Clerk/Director of Administrative Services. The requesting employee shall be responsible for obtaining the Request Form and soliciting sick leave donations. If an employee is incapacitated, a family member or designee may request sick leave donations on the employee's behalf. The employee shall provide all departments from which sick leave donations are being solicited with a copy of the approved Request Form only. In order to maintain confidentiality, written documentation regarding the details of the FMLA event is discouraged. Verbal explanations may be provided at the requesting employee's discretion. An employee requesting sick leave donations must first contact the City Clerk/Director of Administrative Services for approval and issuance of a Sick Leave Donation Request Form ("Request Form"). In order to maintain confidentiality, no information regarding the employee's FMLA event will be distributed by the City Clerk/Director of Administrative Services. The City Clerk/Director of Administrative Services, or their designee, are responsible for soliciting sick leave donations on behalf of the employee.~~

Requests for sick leave donations shall be limited to three (3) FMLA events within a fifteen (15) year employment period.

**B. COMMUNITY SERVICE**

Employees may request leave with pay for authorized community service activities. Leave with pay is subject to approval by the Department Director and the City Manager.

**C. ADMINISTRATIVE LEAVE**

An employee may be placed on Administrative Leave for reasons in the best interest of the City and/or employee (e.g. to diffuse a work-related or personal problem that has the potential for escalation if left unchecked, and/or has a negative effect on the department/division operations, and no other solution is available, or pending an internal or criminal investigation). Administrative Leave will be paid with no loss in benefits (with the exception that an employee charged with any felony or crime of dishonesty may be placed on Administrative Leave without pay pending final disposition of the criminal charge. Once the case is disposed of and an internal investigation has been conducted, if applicable, employees who are found not to have violated any law, City, or department

policy that warrants termination shall be eligible for reinstatement upon such terms and conditions as may be specified by the City Manager. Employees who are reinstated shall be eligible for back pay for the period of the Administrative Leave without pay). Administrative Leave is not punitive and is therefore not subject to grievance or any disciplinary appeal process. Employees on paid Administrative Leave shall be subject to direction of their activities during normal work hours by the City and must remain available for recall to work at any time. Such direction shall not be arbitrary or capricious. Employees on paid or unpaid Administrative Leave will not accrue vacation, sick, or personal leave during their Administrative Leave period.

**2.9 LEAVE WITHOUT PAY - (Non-FMLA and Non-Military)**

With the approval of the City Manager, a Department Director may grant a permanent employee leave without pay for a period not in excess of fifteen (15) working days in one (1) calendar year.

If leave of absence without pay is given (unrelated to FMLA or military leave), such leave of absence may be subsequently withdrawn and the employee recalled to service. All employees on leave of absence without pay are subject to applicable provisions of these rules. Failure to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for termination. Leave of absence without pay shall cause the anniversary date to be deferred for an equivalent length of time.

**2.10 EMPLOYEE SERVICE AWARDS**

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~~Upon completion of five (5), ten (10), fifteen (15), twenty (20), twenty five (25), and thirty (30) years of continuous service with the City, full-time and PT29 employees shall be presented with service awards, to be determined by the City Manager or his/her/their designee. Time spent in a PT29 position will be credited towards length of service for purposes of recognition in this category.~~

**2.11 JURY/WITNESS DUTY**

If an employee is summoned on a workday for jury duty, or must appear in court as a witness, their supervisor must be notified as soon as possible and a copy of the notice must be sent to the City Clerk's Office to be placed in the employee's personnel file. While serving on a jury, the employee will be placed on leave with pay and must submit any jury duty fees received to the City Clerk's Office. If an employee is called for jury duty but performs jury duty for only a portion of the regularly scheduled workday, he/she must report to work as soon as released.

If an employee is subpoenaed in the line of duty to represent the City as a witness or defendant, ~~his/her/their~~ appearance in such case shall be considered part of ~~his/her/their~~ job assignment, and therefore regular pay will apply. Employees who appear as a witness in court not involving personal litigation will receive the same benefit as jury duty, but must remit any witness fees to



the City. An employee who is a defendant in a civil or criminal action or plaintiff or complainant in a civil or criminal action not associated with or arising out the City's business or affairs, must use accrued vacation or personal leave. Time off for jury duty shall not be included in computation of hours necessary to qualify for overtime compensation. Such leave shall not be deducted from any other leave earned by the employee.

**2.12 BEREAVEMENT LEAVE**

Regular/Full Time employees shall be granted time off with pay to arrange the funeral of and/or pay final respects to an immediate family member. Such time off will not exceed three (3) consecutive working days. In the case of multiple deaths or if travel exceeds 200 miles one way is required, then the City shall grant two (2) additional consecutive days off with pay. Funeral leave shall not be charged to vacation, compensatory time, personal, or sick leave. For the purpose of bereavement leave, the employee's immediate family is defined as the employee's spouse, parents or step-parents, son, daughter, step children, sibling, step or half-siblings, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, and uncles. The employee shall provide the Department Director with proof of death in his/her/their- immediate family as defined before compensation is approved. Additional time off (over and above the five (5) days) shall be charged to vacation leave or leave without pay, at the employee's request, subject to the Department Director's approval.

**2.13 MEETINGS AND CONFERENCES**

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Non Exempt Employees

~~Time spent by a non-exempt employee commuting to and from work is not compensable time, even if the employee commutes to and from work in a City vehicle and/or has to report to different job sites.~~

~~The City will compensate travel time for non-exempt employees for attendance at conferences, seminars, or other training, in accordance with the FLSA.~~

~~For required training, when a non-exempt employee must spend the night away from home, all time spent traveling during the employee's normal working hours, even on regular days off, (excluding regular meal periods) will be compensated. For required training that does not require an overnight stay, all travel time (excluding meal periods, and travel between home and the point of departure if the employee uses public transportation) will be compensated.~~

~~When a conference or other training is available during the non-exempt employee's regular work schedule, and where the conference/training/seminar is not required, but is of mutual benefit to the employee and to the City, the supervisor may release the employee from their regular duties to attend. If the conference, seminar, or training extends past the employee's regular work schedule, the employee will be compensated for any overtime hours.~~

## **2.14 MILITARY SERVICE**

### **Active Duty**

Employees who are members of the United States Armed Forces must show their orders to their supervisor as soon as they are received. During the first thirty (30) days on active military duty, activated employees will receive their City regular base pay and benefits in addition to their military base pay. After the initial thirty (30) days on active duty, if the military base pay is less than the City regular base pay, the City will pay the difference to the activated employee for the first year of their term of active duty. The employee will be required to provide official documentation of his/her/their —compensation from the military, including any increases or decreases, which may occur during their term of active duty.

Insurance benefits will continue as if the employee were still actively employed with the City, subject to the terms and conditions contained in applicable policies and plan documents. If the employee elects to continue family/dependent group health insurance coverage or any of the other available options while on active duty, the employee will continue to be responsible for the associated premium payments, in accordance with the procedures set up for that purpose.

The City will continue to contribute, on an actuarial basis, the City's share to the applicable pension plan. If the employee is a member of a pension plan that requires their contribution, the employee will contribute based on the amount of pay received pursuant to this section. The activated employee's vacation and sick leave accruals will be frozen, and will not continue to accrue while the employee is on active duty. Activated employees are entitled to keep all seniority rights and their seniority continues to accrue while they are away from work.

All regular employees returning from active service are eligible for re-employment in the same position they left (or a similar one in terms of status, pay and with accrued seniority), under the following conditions:

- Individual must receive an honorable discharge.
- Individual must still be qualified to perform the job duties. If the individual needs to practice job skills, a reasonable time will be granted as determined by the City Manager. In the event an individual is not qualified for their former position (required job skills have changed or the individual has a disability which precludes them from performing the essential functions of the position), then the individual will be allowed to attempt to qualify for a similar job.
- The individual being reinstated must complete employment medical examination or drug screening applicable for the position.
- If the City's circumstances have changed and the position no longer exists, then the veteran may apply for any other open positions.
- The individual must apply for re-employment within the applicable timeframes listed below: (a) For periods of military service of 1 to 30 days, they must return by the beginning of the following first regularly scheduled workday with allowance for safe return travel; (b) For periods of military service of 31 to 180 days, they must apply for re-employment no later than 14 calendar days after the completion of their service; or (c) For periods of military

service 181 days or more, they must report to work no later than 90 calendar days after the completion of their military service. All of these periods are extended to two years if the individual is hospitalized or slow to return to health because of an injury incurred or aggravated during military service.

Reserve or National Guard Training Leave

If an employee is a member of the Reserve, National Guard or other reserve component of the Armed Forces of the United States and called upon for training, that employee shall receive his regular base pay (paid leave) up to a maximum of 240 working hours in any one annual period. The employee should give ~~his/her~~their supervisor as much advance notice as possible of the intent to be away. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

**2.15 WORKERS' COMPENSATION**

City employees may be entitled to Workers' Compensation benefits for personal injuries that occur while performing official business at an alternate work site. Employees are required to report any and all accidents or injuries, immediately.

Employees who are injured while at work will receive certain benefits under Florida's Workers' Compensation Statutes.

Employees who become injured on the job must immediately report it to their supervisor so that proper medical attention can be provided and ensure that the workers' compensation claim is filed properly. It is the employee's responsibility to report all workers compensation claims as directed by the City Clerk/Director of Administrative Services. The City's insurance carrier has instituted a managed care program for all workers compensation claims. If authorization is not received prior to treatment, the employee will solely be responsible for payment. In the event the employee is unable to report to work, even temporarily, the employee must provide written notice from the attending Workers Compensation physician within two working days. Employees shall return to duty at the earliest possible date. [FMLA leave and workers' compensation leave may be taken concurrently.](#)

~~An employee may be eligible to return to active employment after the employee's attending physician issues a statement that the employee can return to duty. This statement will include a description of any limitations to be placed on the employee. If the employee is not eligible to return to full duty, the employee's eligibility will then be considered by the City Clerk/Director of Administrative Services for recommendation to the City Manager.~~

~~Workers' Compensation Managed Care: Pursuant to the provisions of the 1993 Workers' Compensation Act, the City's insurance carrier has instituted a managed care program for all workers' comp claims. If you are injured on the job, you must follow the procedures in this plan~~

and receive authorization prior to treatment or your medical ~~bills will not be paid~~. Chapter 440, Florida Statutes, mandates such plans, requires the insurance company to authorize charges prior to treatment, and makes the employee personally liable for doctors' and/or hospital bills in the event they fail to obtain the required authorization.

Procedures:

~~1. Emergency: If you are injured in an accident and require immediate medical attention, you should report the injury to your supervisor and have yourself transported to any Memorial hospital. Your supervisor or departmental liaison will make the report on the injury to the City Clerk's Office.~~

~~2. Non-emergency: If you are injured and do not require immediate medical attention, but do need to see a doctor, or require follow-up care to emergency treatment:~~

- ~~a) Advise your supervisor of your injury and that you require medical care.~~
- ~~b) Your supervisor or departmental liaison will contact the City Clerk's Office for a referral.~~
- ~~c) The City Clerk's Office will obtain authorization for medical treatment and direct you to the managed care physician's office and/or medical facility. You will not be treated without an authorization appointment and a picture I.D.~~
- ~~d) Should you require the care of a specialist, physical therapy, or therapeutic devices, you must be referred by the managed care physician, who will authorize the charges therefore and coordinate your care throughout your recovery/healing process.~~
- ~~e) Should any employee be dissatisfied with the primary care physician he/she has been assigned, or contests the findings of the assigned primary care physician, the managed care provider has established an appeal procedure as provided by law. Employees should contact the City Clerk's Office for information pertaining to the then current managed care provider.~~

Early Return to Work Program: The City of Cooper City has established an Early Return to Work (ERTW) program for employees who sustain compensable injuries within the scope of the State of Florida Workers' Compensation Law. The program has been designed to prevent economic loss to the employee and/or the City by providing productive work within the employee's temporary restrictions/limitations at the earliest possible date.

The City will endeavor to provide alternative work within the temporary restrictions/limitations of an injured employee while that employee is recovering.

- ~~1. To facilitate and expedite return to work, the City will generally offer an initial assignment which may be outside the employee's regular department and/or division. This assignment will be to previously identified sedentary, light or modified positions which have been approved by an attending or City-authorized physician. During this assignment, the employee will be paid his or her regular rate of pay. Should the employee refuse the~~

- ~~assignment offered the employee will be subject to suspension of workers' compensation benefits in accordance with Section 440.15 of the Florida Workers' Compensation statute.~~
- ~~2. During the period of reassignment, the City Clerk/Director of Administrative Services will monitor physician follow-up visits, the prognosis for lesser or greater restrictions, limitations and the employee's readiness for alternative positions.~~
- ~~3. If, at a later point in time, a modified or regular position within the department or division is identified specifically for an employee, a physical requirements job description will be developed for review with the employee's attending physician.~~
- ~~4. Once approved by the attending physician, the modified or regular position will be reviewed with the employee. The duties, expectations and required work schedule or hours will be explained to the employee. An employee who accepts a modified position or another regular position will continue to receive his or her regular rate of pay for up to 13 weeks of disability. With the City Manager's approval, payment at the employee's regular rate of pay may be extended for up to 13 additional weeks (for a total of 26 weeks). An employee who refuses an offer of a modified position or another regularly established position within the City under this program will be subject to suspension of workers' compensation benefits in accordance with Section 440.15 of the Florida Workers' Compensation statute.~~
- ~~5. The City Clerk's Office and the employee's Department Director will continue to monitor the employee's progress in the job, the rate of recovery and the attending physician's prognosis for return to his or her former position.~~
- ~~6. Once a permanent, partial impairment is established or diagnosed, a thorough review of the employee's ability to return to his or her former position will be made. If the City is unable to accommodate the return to the former position, the possibility of transfer to other available positions within the employee's former department or within the City will be explored.~~
- ~~7. When an injured employee is transferred to an alternative position based on permanent impairment, that employee will continue to receive the rate of pay of the former regular position for the balance of the first 26 weeks of disability. Thereafter, the employee will be paid at the rate established for the position which is being performed.~~
- ~~8. It is to be understood that all modified positions, regular positions or alternative positions offered under the ERTW program are temporary. While it is the desire of the City of Cooper City to return injured employees to their former positions, the need to fill former positions may necessitate other actions. The City reserves the right to take whatever action it deems to be in the best interest of City operations and/or service to the public. In the spirit of this policy, the City will try to avoid filling an injured employee's former position for the first 90 days of absence from work.~~

~~ERTW Coordinator:~~ The City Manager has designated the City Clerk/Director of Administrative Services as the ERTW Coordinator.

- ~~1. The ERTW Coordinator will identify modified or alternative regular positions within the City which will assist in returning employees to productive capacities while recovering from compensable injuries.~~

- ~~2. The ERTW Coordinator will work with the City authorized physician(s) to assure his/her/their understanding of identified sedentary, light or modified positions available.~~
- ~~3. The ERTW Coordinator will advise and counsel employees to help them understand the program and its purpose, the job they are being offered, and the work schedule. The ERTW Coordinator will ensure that the employee has an understanding of the rate of pay, the consequences of job refusal and the goal of returning the employee to his or her former position.~~
- ~~4. The ERTW Coordinator will follow up with the employee's attending physician to determine prognosis for returning to the employee's former position or an alternative position with lesser or greater restrictions or limitations.~~
- ~~5. If an alternative position or temporary modification of the former position is indicated, the ERTW Coordinator will work with the Department and/or Division Head to develop a physical requirements job description for presentation to the attending physician. A Workers' Compensation Rehabilitation Specialist may be utilized to assist in developing the description or making the presentation.~~
- ~~6. The ERTW Coordinator will ensure that the physical requirements job description and the attending physician's analysis of the injured employee's physical capacities are utilized to finalize the position offered to the employee.~~
- ~~7. The ERTW Coordinator will ensure that the attending physician's approval, City Manager approval and appropriate documentation exist throughout the ERTW process.~~

Employee Responsibilities:

~~An employee participating in the ERTW program will put forth a diligent effort to perform the duties assigned to the best of his or her ability and comply with work schedules in all positions assigned. Employees participating in the program will perform duties in a manner which adheres to all attending physicians' written restrictions and/or limitations and advise managers and supervisors if duties assigned do not conform to such restrictions and/or limitations. The injured employee will communicate with the ERTW Coordinator following all attending physician follow-up visits, providing information and any certification regarding prognosis for return to full duty, changes in limitations or restrictions, therapy and appointment schedules.~~

~~Employees who are absent from work due to workers' compensation injuries may be eligible for Family and Medical Leave.~~

~~Workers' Compensation Disability: Employees who qualify for Workers' Compensation disability pay based on work related illnesses, accidents and injuries, shall receive Workers' Compensation payments in accordance with Fla. Stat. §5440.01 et. seq. Such compensation shall be paid bi-weekly in the amount of 66 2/3 percent of the employee's average weekly wages. If the employee is permanently totally disabled, the employee shall be paid 66 2/3 percent of his/her average weekly wages during the continuance of such total disability. If the employee is temporarily totally disabled, the employee will be paid 66 2/3 percent of his/her average weekly wages for a period not to exceed 520 104 weeks. The employee may utilize accrued sick, vacation, personal and compensatory leave, respectively, in order to achieve full pay status. If during the period of temporary total disability the employee exhausts her/his accrued leave, the~~

~~City shall supplement the remaining 33 1/3 percent of the employee's salary for no greater than ninety (90) days from the date of such service-connected disability, in accordance with the following provisions:~~

- ~~1. Said employee has properly reported the accident/injury to his/her supervisor within twenty four hours (24) of its occurrence.~~
- ~~2. Said employee has been treated by a physician within thirty (30) days from original date of accident and said physician has designated said employee as temporarily totally disabled. The City Manager reserves the right to request a consultation with a physician of the City's choice.~~
- ~~3. If treatment by an authorized physician, for a temporary total disability, lapses for a period of thirty (30) days, the City may discontinue disability payments in connection with that particular injury.~~
- ~~4. Said employee shall be required to report at least weekly, via telephone, to his/her supervisor. Employees shall immediately provide the City with copies of all doctors' notes and schedules for any physical or other therapy that has been prescribed by the physician. Individual departments may have adopted reporting requirements more frequently than weekly, in which case, the employee must abide by the department's adopted rules and regulations.~~
- ~~5. Said employee shall ensure compliance with the City's adopted Drug-Free Work Place Program standards, as described in Section 1.37 of this Manual.~~

**2.16 TRAINING/TUITION/CERTIFICATION REIMBURSEMENT**

The City offers various methods of training for all employees. Employees should discuss training opportunities with their supervisor to maximize their potential. Once an employee is scheduled for training, it is imperative that the employee attends as scheduled and brings these new skills back to the workplace for effective utilization and implementation. Employees will be held accountable for this training and their performance shall be indicated on their performance evaluations. Employees will be required to reimburse the City for any training expenses which, due to their own negligence, does not result in certification.

If an employee attends a school, course of study, or takes a correspondence course, they may be eligible to receive educational related expenses if it is a work related subject. The employee must complete the proper tuition agreement and receive **advance** approval from the Department Director, City Clerk/Director of Administrative Services and the City Manager.

~~Tuition reimbursement will be limited to full-time employees and the appropriate percentage of the rates charged by the State of Florida for community colleges or universities, whichever is applicable. Tuition reimbursement will be limited to 75% (of the State rthe appropriate percentage of the rates charged by the State of Florida for community colleges or universities, whichever is applicable. Employees entering "executive" bachelor or graduate programs shall receive tuition reimbursement at the regular state rate and will personally pay for any difference between the regular state rate and the "executive" program rate. Tuition reimbursement will be~~

limited to 75% (of the State rates) for employees who have a passing grade of below 'B' whereas it will be 100% (of the State rates) for employees who receive a grade of "B" or above. The Department Director and the City Manager must grant approval prior to the employee attending the training or educational program. An eligible training or educational course is one that, in the judgment of the Department Director, is directly related to the employee's current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to a related higher position. All approvals will be on a case-by-case and course-by-course basis. Any employee who is approved for attendance in any eligible educational or training program must pay tuition costs directly to, and be accepted for enrollment by, an accredited educational institution. No reimbursement will be made for textbooks, lab fees, or any other expenses. No coursework shall be performed during working hours. Employees will be entitled to a reimbursement of tuition upon the successful completion of each approved course and presentation of a course transcript within thirty (30) days of completion of the approved course. The reimbursement shall not exceed the appropriate percentage of the tuition paid to the educational institution. If an employee voluntarily or involuntarily terminates his or her employment with the City within one (1) year following the completion of any eligible educational or training program for which such employee has received a refund, then the amount of tuition reimbursement paid by the City shall be repaid by such employee to the City immediately. Should such employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the amount of any such refund from any salary or wages due to the employee from the City.

Licenses (excluding regular driver's licenses) and certification/re-certification fees required to perform City-related job duties shall be reimbursable with prior Department Director approval.

**2.17 EMPLOYEE SUGGESTIONS**

Employees are encouraged to provide the City with suggestions and comments about policies and programs. Suggestions of any nature are welcome. Suggestions may be discussed at departmental meetings or given to supervisors for submission to management.

**2.18 RETIREMENT**

All eligible employees of the City shall automatically be enrolled upon hire in the appropriate retirement plan as set forth in Chapter 2 of the Municipal Code of Ordinances and as may be amended by the City Commission. Whenever an employee meets the conditions set forth by the City retirement system, the employee may elect to retire and receive all benefits earned under the plan.



**2.19 RESUMPTION OF EMPLOYMENT BY RETIRED MEMBERS**

1. Commencing on February 1, 2013, any person with special skills, knowledge or qualifications, as determined in the sole discretion of the City Manager, who has retired and who has experienced a bona fide termination of employment from the City of at least three (3) months, may be re-employed by the City and continue to receive ~~his/her~~their monthly distribution of any retirement benefit to which he/she is entitled, provided that he/she is over the normal retirement age required by the Internal Revenue Service. Such re-employment shall not operate to reinstate the person as an active member of the City's General Employee Pension Plan or the Managerial Pension Plan nor shall said retiree, as a result of such re-employment be considered an eligible employee for purposes of either of these plans.
2. All plan retirees re-hired by the City, except those excluded by law, shall become compulsory members of the FRS.

**THE CITY RESERVES THE RIGHT TO AMEND AND UPDATE THIS ~~MANUAL OF PERSONNEL POLICIES~~ PERSONNEL POLICY MANUAL AS THE CITY DEEMS NECESSARY, WITH OR WITHOUT NOTICE**

DRAFT

# **CITY OF COOPER CITY PERSONNEL POLICY MANUAL**



**JULY 2021**

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**RECEIPT FOR PERSONNEL POLICY MANUAL (PPM)**

I acknowledge that I have received a copy of the City of Cooper City's Personnel Policy Manual (PPM). I agree to read it thoroughly, including the statements in the foreword describing the scope and purpose of the Personnel Policy Manual. I agree that if there is any policy or provision in the Personnel Policy Manual that I do not understand, I will seek clarification from the City Clerk's Office. I understand that the City of Cooper City is an "at will" employer and as such, my employment with the City of Cooper City is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the City has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand the Personnel Policy Manual states the City of Cooper City's policies and practices in effect on the date of publication. The policies contained in this manual supersede any and all prior practices, oral and written representations, or statements regarding the terms and conditions of employment with the City of Cooper City. I understand that nothing contained in the Personnel Policy Manual may be construed as creating a promise of future benefits or a binding contract with the City of Cooper City for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time with or without notice.

**Please sign and date this receipt and return it to the City Clerk's Office.**

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

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

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

**\*\*PLACE THIS PAGE IN PERSONNEL FILE\*\***

## SCOPE AND PURPOSE

That this Personnel Policy Manual supersedes previously adopted policies which were set forth by prior motion, resolution or established City-wide personnel policy set forth via memorandum or past practice by the City of Cooper City. This Personnel Policy Manual will govern working conditions for all employees including elected officials and Department Directors and may be amended from time to time at the City Manager’s discretion.

This Personnel Policy Manual is to let employees know what to expect from the City and what the City expects from employees. The City reserves the right to make personnel policy changes when those changes are in the City’s best interest. The City reserves the right to interpret policy and make policy decisions.

This Personnel Policy Manual renders previous department policies and procedures in conflict herewith void. Any departmental level changes to address department operational needs not addressed in this manual must have the prior written consent of the City Clerk/Director of Administrative Services and the City Manager.

In the event of a conflict between a collective bargaining agreement covering any City employees and this PPM, or any other policy issued by the City, the applicable provision(s) of the collective bargaining agreement controls.

### MISSION STATEMENT

Every day, Cooper City staff is focused on enriching the lives of our residents and supporting our local businesses by creating a fiscally responsible, friendly, and exemplary environment by providing the highest quality of public services that enable our community to thrive and prosper.

### CORE VALUES

#### Professionalism

We are high-visibility public servants for our hometown; our quality of work, behavior, attitude, and appearance must always reflect this special role.

#### Integrity

We are entrusted with running “Someplace Special;” that privilege must never be abused for personal gain, financial or otherwise; we are committed to actions that foster the public’s trust and confidence.

#### Customer Service

We will consistently treat our residents and businesses with the level of compassion, care, responsiveness, and respect that we would expect if we were in their shoes.

#### Innovation

We are progressive problem solvers who embrace a culture of innovation, creativity, and outside-the-box thinking; “this is the way it has always been done” is not an acceptable approach or answer in our line of business.

**Respect**

We treat our colleagues and residents accordingly; with due respect and with the understanding that our individual words and deeds reflect on the entire organization.

**Teamwork**

We work together collegially, fully focused on achieving our shared organizational goals and setting aside any personal differences that could hinder progress. We work collaboratively with our residents, businesses, and stakeholders to address their needs.

DRAFT

**SECTION ONE: EMPLOYMENT POLICIES AND PROCEDURES**

**1.1. EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the City of Cooper City to grant equal employment opportunities to all employees and qualified applicants without regard to race, creed, color, sex, gender identity, religion, age, national origin, disability, veteran status, genetic information, marital status, sexual orientation, citizenship status or any other category protected by federal, state, or local laws. The City's policy of equal employment opportunity applies to all terms and conditions of employment including hiring, placement, promotion, terminations, layoff, transfer, compensation and training.

**1.2. ACCOMMODATION POLICY PURSUANT TO THE AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (ADA) is a federal law that prohibits employers with 15 or more employees from discriminating against applicants and employees with disabilities. It also requires employers to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job functions of the position.

Cooper City complies with all applicable laws concerning the employment of individuals with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Cooper City does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. Under this policy, reasonable accommodation is defined as any modification or change to a job, employment practice, or work environment which makes it possible for a qualified applicant or employee with a known disability to enjoy equal employment opportunities, as long as this does not create an undue hardship for the City or threaten the employee's health and/or safety or the health and/or safety of others at work. The City reserves the right to make all work-related decisions concerning reasonable accommodation, disabilities, and health conditions based on the legitimate business interests of the City. These decisions will exemplify and take into consideration the City's commitment to affording equal employment opportunities to qualified applicants and employees. Individuals who are currently using illegal drugs are excluded from the definition of an "individual with a disability" and therefore, the ADA does not apply in such circumstances. Any questions or complaints regarding this policy including the resolution of reasonable accommodation, safety, direct threat and undue hardship issues should be addressed with the City Clerk/Director of Administrative Services.

**1.3. EMPLOYMENT PROCESS**

Application for Employment

All parties interested in applying for a position with the City of Cooper City must accurately complete the entire employment application. All applicants for employment are required to furnish complete job-related information relevant to the requirements of the position or vacancy

for which they are applying; as well as a chronological statement of previous employment. Employment applications may only be accepted by the City Clerk's Office.

After an offer of employment is made, candidates must pass a pre-employment drug test, pre-employment physical examination, tuberculin screening, criminal background check, driving record check, references review, and educational/employment experience verification. When a background check finds that a criminal offense has occurred, several factors will be considered such as the nature of the criminal act and when it occurred. If there are additional employment requirements, the applicant may be required to bear that cost. The City Manager will have the final hiring decision in this regard.

Recruitment

When a vacancy occurs or if a new position is duly authorized, the responsible Department Director shall submit a requisition to the Human Resources Administrator for each such vacancy. All departments must work cooperatively with the City Clerk's Office in planning for new positions. Vacant positions within the City may be advertised and filled as determined by the City Manager. Employees desiring to be considered for any vacancy must apply in accordance with the job announcement.

Disqualification

The Department Director may remove from further consideration, at any time, the application of any applicant who:

1. Does not possess the minimum job qualifications;
2. Has made false statements or practiced deception in the application;
3. Fails to cooperate (to any extent) with the City;
4. Fails to accept appointment within two days or to report for duty within the time prescribed in the offer; or
5. Fails to meet any additional requirements as may be deemed necessary.

Selection

Each job description contains minimum qualifications, which must be met by an applicant in order to be considered for the specific position. The selection to fill open positions will be based on the most qualified applicant. The City will comply with F.S. Chapter 295, with regard to Veterans' preference. The City may interview current City employees who apply and meet the minimum requirements for the position. The hiring department must contact a minimum of two business and two personal references.

Upon completion of the interview process, the hiring official must notify the City Clerk's Office of the proposed candidate selected and forward documentation to substantiate that the most qualified candidate has been selected. The City Clerk's Office will arrange the necessary pre-employment testing. Applicants may not begin work until receipt of a Personnel Action Report signed by Human Resources and the City Manager.

**1.4. EMPLOYMENT OF RELATIVES**

The City does not permit the employment of relatives (nepotism) or members of the same household under any of the following circumstances:

1. Where one of the parties would have authority or be in a position to directly or indirectly supervise, appoint, remove, or discipline the other.
2. Where one party would be responsible for auditing or evaluating the work of the other.
3. Where both parties would report to the same immediate supervisor.
4. Where both parties would work in the same department.
5. Where circumstances exist that could create a conflict of interest or an unsuitable working arrangement that could have a negative impact on employee morale or service to citizens.

The City Manager has the final determination as to what constitutes a conflict of interest or unsuitable working arrangement. If two employees change their family relationship by marriage, adoption, or other means so as to come in conflict with any of the above, one of them may be transferred to a different department if possible, and if not possible, the two parties must decide which party will separate from City service. If a decision is not made by the parties within ten (10) working days, the City Manager will make the final decision as to which employee will be separated from service with the City.

The City Manager may waive this policy when it is deemed in the best interest of the City to do so. For the purpose of this policy, a relative is defined as an employee’s spouse; domestic partner; parent or parent-in-law; grandparent; sibling or sibling-in-law (step-sibling); child or child-in-law (step-child); uncle; aunt; cousin; nephew; or niece, whether biological or through marriage. For parent, sibling or child this is defined as biological, adopted, foster, step-parent/step-child/step-brother/step-sister or legal ward. If any person so related is subject to promotion or advancement or a raise in pay status other than cost-of-living increases, the appropriate Department Director must present the proposed change to the City Manager for clarification and determination.

**1.5. E-VERIFY AND I-9 FORM**

The City is required by law to confirm that its employees are authorized to work in the United States. Each new employee must provide documentation to verify both identity and authorization to work in the United States by completing the I-9 form, which the City will then route through using the electronic E-Verify system. The City participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S. If E-Verify cannot confirm that you are authorized to work, the City will provide you with written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue. The City may only use E-Verify once an employee has accepted a job offer and completed

the Form I-9.

If an employee cannot provide the required E-Verify documents within three business days of hire, they may be either dismissed or suspended without pay until the required documents are produced. If the employee is suspended without pay and does not produce the documentation within 10 calendar days, the employee will be terminated. Records regarding employment verification will be maintained pursuant to the instructions provided by the E-Verify System.

**1.6. EMPLOYEE CATEGORIES**

The City of Cooper City is an "at will" employer and as such employment with the City of Cooper City is not for a fixed term or definite period and may be terminated at the will of the City or the employee for any reason, with or without cause, and without prior notice. While there may be a disciplinary process in place, in certain situations, the City may make the decision to terminate the employee without first taking these disciplinary steps.

Elected Officials

The City's Elected Officials may be afforded benefits and other terms and conditions of employment that differ from those provided in this Personnel Policy Manual, as provided by law.

Managerial Employees

An employee may be appointed to a management position by the City Manager. Reference to this status is generally included in the job description. The City Clerk/Director of Administrative Services maintains a list of all management positions. Managerial employees may have benefits that differ from those provided in the Personnel Policy Manual.

Probationary Employees

The term "probationary" refers to employees who are currently under probation, which is a six (6) month working test period for new full-time and part-time employees.

Regular/Full Time Employees

The term "full time" refers to all employees who have successfully completed their probationary period and whose normal workweek consists of not less than forty (40) hours, not including the unpaid lunch hour. It may begin on any day of the week and at any hour of the day, and need not be the same for all departments and all employees.

Seasonal Employees

The term "seasonal" refers to all non-contracted employees who work for the City for a designated period of time, such as the summer, and work 75% of their hours within a six-month period. These employees may be scheduled to work up to 40 hours per workweek, at the discretion of the Department Director. Seasonal employees will not receive annual evaluations. Time spent in a seasonal appointment will not be credited toward length of City service in the event a transfer to a regular position occurs. Seasonal employees are paid at their normal rate

of pay for scheduled City holidays for which they work. Seasonal employees who do not work on scheduled City holidays will not receive pay for those days.

Part-time (PT29)

The term “Part Time 29” refers to all employees whose normal workweek consists of less than 30 hours. The employees in this category are eligible for a Cost of Living Adjustment (COLA) and performance based merit increases in the same as may be granted to full-time employees. PT29 employees will receive annual evaluations. Increases will be at the discretion of the Department Director but will remain within the range of the position and in accordance with budgeted increases. PT29 employees will be paid at their normal rate of pay for scheduled City holidays for which they work. PT29 employees who do not work on scheduled City holidays will not receive pay for those days. Participation in the Florida Retirement System (FRS) is compulsory and none of these benefits are credited retroactively. No other benefits are provided for the PT29 employees.\*

\*Effective April 15, 2013, the current six 2 PT20 employees will transition to the PT29 category and will continue to receive the benefits (vacation and sick leave) which were in effect for the PT20 category immediately preceding this amendment. This policy shall be in effect until these two employees separate from service or as may be amended from time to time.

Volunteer

An individual or group who provides their time, talent and abilities to perform assigned tasks at the direction of the City Commission, City Manager and/or Department Directors, without expectation of any type of compensation.

Intern

Intern hours vary by department. Prospective interns will work out a mutually agreed upon schedule with the department with the goal of a minimum of 15 hours a week when feasible (please refer to Intern Program Policy in the Administrative Policy Manual).

Acting appointment

Acting appointment to a position in a higher class must be approved by the City Manager. Persons appointed in an acting capacity for a period exceeding ten (10) days will receive additional compensation up to 10% of their current rate of pay ~~or a maximum of four in grade steps~~. Acting appointments to a Department Director level require approval from the City Manager with notification to the City Commission.

**1.7. PROBATION**

The probationary period is a working test period used by the supervisor and Department Director to closely observe a new or newly-promoted employee’s work. It will be utilized to review the employee’s performance to determine if they meet the required standards. All appointments to positions made from outside employment, by promotion from within the service, by transfer, or by reassignment is subject to the probationary period. The probationary period will begin



immediately upon hire or promotion and will be for a period of six (6) months unless the position requirements and job posting clearly provide for an extended probationary period. In no case may the probationary period extend beyond one (1) year.

During an employee’s probationary period, performance will be closely reviewed to determine the employee’s ability to carry out assigned tasks, efficiency, and other characteristics relative to the requirements of the position. Probationary employees will be evaluated by a supervisor and/or Department Director at three month intervals. A probationary employee who has received any form of disciplinary action during their probationary period may not pass the probation period.

Appointment to regular status is not automatic upon the expiration of the probationary period. In order to obtain an appointment to regular status, the new employee must have received a completed satisfactory performance evaluation.

Termination During Probation

If, at any time during the probationary period, the immediate supervisor or Department Director deems the employee’s performance to be unsatisfactory, he or she may recommend to the City Manager that the employee be terminated. If the City Manager agrees that termination is warranted, the employee may be terminated without explanation at any time with or without cause and without the right of appeal or hearing regarding the termination.

Promotion While On Probation

An employee must complete a current probationary period before being considered for any promotion or change to another position within the City, unless approved by the City Manager.

Probation and Vacation Benefits

Vacation leave will accrue from date of hire, but probationary employees are not eligible for vacation benefits, with the exception of newly promoted existing probationary employees, and unless approved by the City Manager. Any break from service during probation will be without payout of vacation leave accrual.

**1.8. WORKWEEK/OVERTIME/CALL BACK**

**OVERTIME**

The Fair Labor Standards Act (“FLSA”) divides all employees into two categories, exempt and non-exempt, with respect to minimum wage and overtime requirements. Employees will be advised of their classification.

**Exempt** employees are classified as such if their job duties are exempt from the minimum wage and overtime provisions of the FLSA. Their salaries are calculated on an annual basis. Exempt employees are not eligible for overtime pay

**Non-exempt** employees are eligible for overtime pay and subject to minimum wage requirements.

**NON-EXEMPT EMPLOYEES**

All non-exempt employees are required to record the commencement and end of their workday using the timekeeping system established by the City. Employees are not permitted to punch in or otherwise record the commencement of their workday unless they are proceeding directly to their assigned work area or upon approval, an administrative office, including the Human Resources Department or City Manager’s office.

Non-exempt employees are prohibited from performing “off-the-clock” work, meaning work before or after their scheduled shift or during their unpaid break periods. Employees who perform work prior to clocking in, after clocking out, or during their unpaid break period must seek prior approval from their supervisor prior to performing such work unless emergency circumstances otherwise prevent such approval. In instances in which the employee was unable to obtain prior approval, the employee must immediately report the work performed to their supervisor so that all hours worked can be compensated accordingly.

If a non-exempt employee has an error recording the employee’s time in accordance with this policy, the employee is required to immediately notify their supervisor or Department Head so that the supervisor/Department Head can take appropriate steps to correct the timekeeping system.

In computing hours worked for pay purposes, the hours will be broken into quarter hours as follows:

- 01 – 07 minutes round down to the nearest hour
- 08 – 22 minutes round to 15 minutes after the hour
- 23 – 37 minutes round to 30 minutes after the hour
- 38 – 52 minutes round to 45 minutes after the hour
- 53 – 59 minutes round up to the next hour.

Zero tolerance policy: Alteration, falsification or tampering with time and attendance records will result in discipline, up to and including termination from employment.

**EXEMPT EMPLOYEES**

Exempt employees are not required to punch in or out from the timekeeping system at the commencement or end of their workday, unless otherwise directed by the Department Head or City Manager.

**OVERTIME**

Overtime is paid to non-exempt employees at a rate of one and one-half the employee’s regular rate of pay and must be calculated in accordance with the Fair Labor Standards Act (FLSA).

Only hours actually worked count as time worked for the calculation of overtime.

Non-exempt employees are eligible for overtime time pay for all hours worked over 40 per work period. These employees are compensated as follows: (i) an hourly rate of at least the statutory minimum wage for all hours worked up to 40 hours per work week; and (ii) one and one-half (1½) times the employee’s regular pay rate for all hours worked over 40 hours per work week.

It is the City’s policy to keep overtime work to a minimum and supervisors are responsible for planning and scheduling work assignments and projects so that they can be performed within the non-exempt employees’ regularly scheduled hours. An employee’s work schedule may be flexed (start or end time adjusted) to avoid the payment of overtime. Example: If an employee works one additional hour of work on a Monday, the employee may be told to come to work one hour later or leave one hour earlier on one of the remaining workdays in the same workweek. All overtime work must be approved in advance by the employee’s supervisor and Department Head. If an employee works overtime hours that are not approved by the supervisor and Department Head, the employee will be paid for those hours and the employee may be subject to corrective action.

All non-exempt employees must work overtime when needed to meet the needs of the City. The City will provide as much advance notice as practicable for mandatory overtime work. Refusal of an employee to work mandatory overtime may result in corrective action, up to and including, termination from employment.

Call-Out Pay/Shift Differential

In the event that a non-exempt employee is off-duty and is called out to report for work, the employee will be paid a minimum of three (3) hours at one and one-half (1 ½) times his or her regular rate of pay.

Employees who are assigned to work midnight shifts (either from 11 p.m. through 7 a.m. or midnight to 8 a.m.) will be compensated one dollar (\$1.00) per hour, above their normal rate of pay, for each hour worked on such a shift.

**B. EMERGENCY CONDITIONS**

For purposes of this subsection, the term “emergency” means circumstances including, but not limited to, manmade situations such as acts of terrorism and civil unrest; strikes or walkouts; a significant unexpected shortage of personnel; natural disasters, such as hurricanes tornadoes, or floods; and/or public health emergencies, such as pandemics. An emergency condition shall be determined by the City Manager. No emergency provisions as stated below shall occur prior to a state of emergency declared by the City Manager (or in his absence, the Mayor).

The City realizes that emergency conditions such as storms or public health emergencies may require the temporary closing of City facilities. Should that situation occur during the workday, hours considered for payroll will be determined by the City Manager. Emergency closing during

the workday will be announced to the Department Directors, who will assess their department's operational needs and communicate the information to their employees. The City provides essential services to the community and likely will remain open, and require employee attendance, during emergency situations such as storms and public health emergencies. All city employees must successfully complete NIMS (National Incident Management System) training and submit certifications to the City Clerk's Office for IS100 and IS700 classes. New employees must successfully complete NIMS training during their probationary period.

If emergency conditions develop during non-working hours, it is each employee's responsibility to make every effort to be in contact with their supervisor during these emergency situations to determine their work schedule. Employees are required to use the live employee hotline and report to work as directed, unless excused by the Department Director or City Manager. Failure to report to work as directed during any emergency may result in disciplinary action up to and including termination.

Emergency Overtime

Notwithstanding the general prohibition regarding overtime and call back pay for exempt employees, hours worked in excess of 40 hours per week to perform emergency work shall be paid to exempt employees at straight time for every hour worked.

Hours worked in excess of 40 hours per week to perform emergency work shall be paid to non-exempt employees at one and one-half (1 ½) times the regular hourly rate. Emergency work shall be performed as needed by the City and as approved by management.

Emergency Work – Call back

When an impending emergency is imminent, the City may close all standard operations thereby sending all employees home. Essential employees may be called back to work as needed by the City. Those essential employees who are called back to support the City in managing the emergency will be paid in accordance with the *Emergency Overtime* rules noted above.

If in an emergency a non-exempt employee is called back to work after having left the job at the completion of the work shift, the employee will be paid a minimum of three (3) hours at one and one-half (1 ½) times the regular hourly rate, regardless of the actual number of hours worked within the week or the work period.

Department Directors are considered managerial, exempt employees under the regulations of the Public Employees Relations Commission and the Fair Labor Standards Act. Therefore, Department Directors are salaried employees, not subject to the payment of overtime, except as provided for in an emergency situation.

**1.11 COMPENSATORY TIME**

Non-exempt employees covered by the Fair Labor Standards Act (FLSA) may elect to receive compensatory time off in lieu of overtime, at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. *During civil emergencies all overtime will be compensated at a rate of one and one-half (1½) times the employee’s regular straight-time hourly rate of pay and compensatory time off leave accruals will not be permitted.* For purposes of computing overtime pay and compensatory time, sick leave, personal days, jury duty, vacation days and lunch hours will not be construed as hours worked. Employees may accumulate compensatory time off but may use no more than forty (40) hours at one time. At the discretion of the Department Director, compensatory time may be accrued up to a maximum of forty (40) hours. Once compensatory time has been earned and accrued, it may not be cashed in for monetary payment during employment. Upon a non-exempt employee’s departure from City employment, accrued compensatory time will be paid out in a monetary lump sum in accordance with FLSA guidelines in effect at the time of departure. Non-exempt employees may utilize compensatory time provided reasonable written notice of utilization is given. The Department Director must authorize all compensatory leave use based on departmental operations not being unduly disrupted by the employee’s use of compensatory leave. The non-exempt employee will be advised in writing by the Department Director of the approval or denial of the request.

**1.12 TIME RECORDS**

It is the City’s responsibility to set time keeping and payroll policies and it is the employee’s responsibility to maintain their individual time records. A time record is required because the City uses the information for compliance with government regulations, payroll computation and providing an accurate record of earnings. All employees must maintain a true and accurate time record as approved by the City’s Finance Department. Employees are prohibited from clocking in earlier than his or her assigned working start time and may not punch out more than ten minutes after their shifts end, unless overtime hours were previously approved by their managers.

Each employee must input their time records into the current time keeping system and Department Director must approved the employee’s time records before submittal to the Finance Department for processing no later than eleven a.m. on the Monday following the end of the pay period. Time records may be requested earlier in the event of a holiday. Any changes or corrections must be made within the following pay period.

**Time Keeping System**

A time keeping system will be used to record the hourly work for all non-exempt employees. Employees must comply with starting and quitting time; otherwise, they will be subject to disciplinary action. Tampering with or recording time for another individual will be grounds for disciplinary action, up to and including termination.

Non-exempt employees (as defined by FLSA) who work more than forty (40) hours in a week will be paid at one and one-half (1 ½) times the regular hourly rate; however, overtime is based on actual hours worked and does not include vacation leave, holiday pay hours, approved sick leave or other benefit time as hours worked. All overtime must be authorized by the Department Director in advance and in writing, prior to working the overtime hours.

1. For purposes of computing overtime pay and compensatory time, sick leave, personal days, jury duty, bereavement leave, administrative leave, vacation days and lunch hours will not be construed as hours worked.
2. The Supervisor or Department Director must first affirmatively seek qualified volunteers prior to requiring a specific employee to work scheduled overtime hours. The Department Director will give the employee as much notice as possible before requiring overtime.

### **1.13 PAYROLL**

#### **Pay Period**

The payroll period is biweekly, although each week stands alone for compensation purposes. Employees will receive their paycheck on Friday, for the week ending the previous Sunday, for a total of twenty-six (26) pay periods per year. The official workweek extends from 12:01 a.m. on Monday through 12:00 p.m. on the following Sunday. If the payday falls on an official City holiday, employees will be paid on the preceding workday or other day designated by the City.

#### **Payroll Deductions**

Employee pay represents the full amount of earnings each pay period, minus the appropriate required federal deductions, such as federal withholding (income tax), social security, and Medicare taxes. The City deposits this deducted amount on a bi-weekly basis with the U.S. Treasury for credit on employee income tax calculations at the end of the year. Employees are responsible for completing a W-4 form properly and updating it when necessary. The City will provide Form W-2 showing total earnings for the year and the amount of taxes that have been withheld. Employees eligible to carry City benefits will have payments for these items deducted from their pay based on the completed benefit enrollment forms.

#### **Questions Regarding Employee Paychecks**

The City takes every precaution to avoid errors in pay. However, if an error does occur inadvertently, the employee must immediately inform their supervisor who will contact the Finance Department and determine whether an adjustment is appropriate. If the paycheck contains an error, an adjustment will be made on the next regular payday.

#### **Direct Deposit Policy**

It is the policy of Cooper City to issue employee payments solely through electronic direct deposit. Direct deposit provides many benefits for employees, including greater security and

faster access to funds. Employee payments will be electronically deposited directly into one or more checking or savings accounts designated by each employee. Accounts must be established with financial institutions, such as banks or credit unions that support direct deposit. Temporary exceptions to this policy may be made for new hires, to provide adequate time to set up a direct deposit account. Exceptions may also be made for employees who provide evidence that they cannot obtain an account at a financial institution offering direct deposit. Payroll or Human Resources will assist employees with completing the necessary documentation as well as answering any questions or concerns about direct deposit.

NOTE: It is each employee's responsibility to review his or her payroll stub for accuracy of personal information and payment information. Employees must immediately notify Payroll or Human Resources if there has been an overpayment of wages. Employees are not entitled to keep wage overpayments and Cooper City may recoup overpaid amounts from future payments.

NOTE: Employees must notify Payroll or Human Resources when there is any change to bank accounts that affect direct deposit. Changes must be received two weeks prior to the payday for which the change is to occur.

**1.14 LENGTH OF SERVICE**

The City recognizes an employee's length of continuous service as an important advantage. Some benefits employees receive, such as vacation, are based in part on length of service. Employees who are reinstated or re-employed following separation will have a new date of service effective with the first date of work of the most recent employment. Time spent in a temporary appointment will not be credited toward length of service if a transfer to a regular position occurs. If a PT29 employee later becomes full-time, time spent in the PT29 position will be credited towards length of service for purposes of recognition only (i.e. service awards).

**1.15 LONGEVITY**

One year after an employee reaches the maximum salary in their pay range, the employee may be entitled to receive longevity pay, subject to a satisfactory performance and attendance evaluation, in the amount of \$1,500. This will be paid in a lump-sum amount and will not increase an employee's base salary. Employees who are receiving longevity pay and who are thereafter promoted to a higher classification will no longer be eligible for longevity pay until one year after they reach the maximum step of their new pay range. An employee who resigns, retires, or is terminated prior to his or her anniversary date shall not be entitled to receive any portion of the longevity pay benefit. The longevity benefit will be applicable only when a salary increase is approved for all City employees through the budget process.

**1.16 ANNIVERSARY DATE/RECLASSIFICATION DATE**

- A. An employee's anniversary date is the date of initial employment or re-employment with the City. This date is used in determining eligibility for leave benefits that are related to

length of service. It is also the approximate date upon which performance evaluations are normally conducted.

- B. If an employee is promoted or reclassified, then the effective date of the promotion or reclassification becomes the date used for his or her annual performance evaluation.

**1.17 CLASSIFICATION POLICY**

The classification plan provides a complete inventory of all positions in the City service and accurate descriptions and specification for each class of employment. Job classification is determined by the requirements of the job and factors such as duties, responsibility, skill, training, education, and working conditions. No person may be appointed to, or employed in, a position in the classified service under a title not included in the classification plan. The applicable Pay Plans contain specific range, which will be reviewed and maintained on a periodic basis. The classification plan consists of written job descriptions for each position, which contain a general description of the nature of the work and of the relative responsibility, examples of work in terms of knowledge, skills, abilities, experience, and training necessary for the position.

The City will periodically review the classification of positions and make amendments to the classification plan and present to the City Commission for approval..

**1.19 PERFORMANCE REVIEW**

The HR Programs Administrator will forward an employee performance evaluation form to the employee’s Department Director prior to the employee’s anniversary date. The employee’s immediate supervisor must complete the form and return it to the Department Director for review ten (10) working days prior to the anniversary date. The form will then be forwarded to HR Programs Administrator for review, signature, and placement in the employee’s personnel file. Completed copies will be provided to the Department Director and the employee.

Employees will be evaluated by their supervisor at the end of their probationary period, annually near the time of their anniversary date, upon transfer, promotion or periodically as deemed necessary by the department head. This process consists of evaluation of job performance, personal characteristics that affect work habits, attitude, attendance and other job related functions. The employee will be given space to make comments on the evaluation. It is important for all employees to have a performance review periodically, in order to discuss work performance and to identify areas of success and improvement. Although these performance reviews are scheduled on a regular basis, employees are encouraged to privately discuss ideas, questions, or problems with their supervisor as they develop.

In the event of an unsatisfactory evaluation, an employee’s performance will be monitored by their supervisor. The specific areas for improvement and expectations of the employee must be stated in a written Performance Improvement Plan (PIP). The employee must meet monthly with their supervisor to discuss their progress on the PIP, and the monthly meetings must be



documented. A follow-up evaluation must take place within three (3) months to determine whether or not the employee's performance has risen to a satisfactory level. If an employee fails to satisfactorily complete the Performance Improvement Plan, the employee may be terminated.

An in-range salary increase may be granted after completion of a one (1) year employment period if the head of the department determines that the quality of performance is satisfactory, and if such salary increases are included in the adopted budget for the effective year. In the event an increase is not granted after the one (1) year employment period for reasons of unsatisfactory performance, the employee shall not be eligible for another regular range salary increase for one (1) full year from the date the increase is finally granted. This shall be considered the employee's new evaluation date. For purpose of granting salary increases due to satisfactory or above performance evaluations, all employees shall be deemed to have achieved their anniversary dates on the actual date of the anniversary or the closest following day for which pay is received, i.e., if the anniversary date falls on Saturday or Sunday, the pay increase will be effective on Monday.

When an employee receives an unsatisfactory evaluation, no salary increase will be granted (see Section 1.18 *Compensation Policy*). The Department Director, with the approval of the City Manager, may dismiss a City employee for lack of performance (see Section 1.30 *Employee Conduct and Discipline*).

**1.20 PROMOTIONS/RECLASSIFICATIONS**

The Department Director is responsible for notifying the City Clerk/Director of Administrative Services of any material changes in the description of an employee's position that would result in a higher level of responsibility and warrant review for possible reclassification. Promotions must be approved by the Department Director and the City Manager.

If promoted or reclassified to a higher position, an employee will normally receive an increase in pay, which reflects the new responsibilities. If an employee is promoted to a position classified at a higher range, the employee's salary shall be increased to the next higher range. Should the current salary of the employee fit into the next higher range, the City Manager may, at his/her sole discretion, authorize a salary higher than the current salary while remaining in the higher range and as reflected in the city's compensation plan. Employees who receive a promotion/reclassification shall also be subject to a six (6) month probationary period to determine his or her ability to carry out assigned tasks, efficiency, and other characteristics relative to the requirements of the new position. The time period for performance evaluations after promotion/reclassification will start on the date of promotion/reclassification and based upon the work performed in the promotional/reclassified position.

**1.21 DEMOTION**

A demotion is a change in an employee's duties from one position to another for which a lower

minimum and maximum rate of pay is established, and/or a lower level of responsibility. The reason for any requested demotion shall be put in writing by the Department Director and forwarded to the City Clerk/Director of Administrative Services for recommendation and approval of the City Manager before such demotion is put into effect. If an employee is demoted to a lower range and the present rate of pay is above the maximum rate established for the lower range, the rate of pay shall be adjusted to the maximum rate of the lower range. If the demotion is for disciplinary reasons, the employee's rate of pay shall be reduced at least 10 percent. In addition, the employee shall be placed on probationary status and be subject to any applicable reviews and procedures

**1.22 TRANSFERS**

Transfers may be voluntary or involuntary. Temporary or regular transfers to positions in the same or lower pay range are not accompanied by an increase in pay. The City reserves the right to transfer employees to positions or locations necessary to accomplish the objectives of the City.

**1.23 RESIGNATION**

Employees must provide two (2) weeks written notice of resignation, including the reason for leaving and effective date, to their Department Director. If extenuating circumstances exist, the City Clerk/Director of Administrative Services may agree to permit a shorter period of notice. The Department Director will forward such resignation with the Personnel Action Form to the City Clerk's Office. An employee may not utilize accrued vacation time to extend a resignation date. The City reserves the sole rights to determine eligibility for re-hire. An employee that has submitted a written resignation cannot withdraw their resignation.

If an employee fails to report to work for three consecutive days without informing management of the planned absence, we will assume that you have voluntarily resigned. Any outstanding financial obligations owed to Cooper City will also be deducted from the employee's final paycheck. Upon resigning from Cooper City, the employee should continue to provide the company with an accurate address for at least one year for tax purposes.

**1.24 LAYOFF/SEVERANCE PAY POLICY**

The City Manager may layoff regular employee(s) when it is deemed necessary by reason of shortage of workload or funds, the abolition of the position, material changes with the department's organization or for other related reasons, which are outside the employee's control and which do not reflect discredit upon the services of the employee. The City Manager shall notify the City Commission of this action at the first appropriate opportunity. Layoffs are not subject to appeal.

No regular employee shall be laid off while another person is employed on a probationary basis in the same class in that department. If there is more than one employee in the same class, the layoff of a regular employee shall be made first on the basis of employee evaluation rating

(including attendance) in the class and department. In a department and class where there is more than one employee and if performance evaluations are equal, the layoff determination shall revert to the inverse order of length of service. The City shall provide regular employees at least ten (10) working days notice of such layoff. In addition to accrued vacation pay and sick leave, if applicable, all employees laid off by the City in good standing are eligible to receive one (1) week's (five working days) severance pay, provided they have completed at least one year of continuous service with the City. This benefit of severance pay will be revoked by the City Manager if an employee who is being laid off leaves the service before the required effective date of his or her severance. No employee who is terminated for disciplinary reasons by the City shall receive severance pay; neither is an employee who resigns eligible for severance pay. An employee whose employment is terminated due to outsourcing, and who continues employment with the outsourcing entity, shall not be eligible for severance pay.

**1.26 EMPLOYEE RECORDS**

Employees have the right, upon written request, to examine and copy any and all material contained in their own employee file. The City Clerk's Office maintains employee records pursuant to Florida Statutes Chapter 119.07 Inspection, Examination, and Duplication of Records. Copy charges may apply. Department Directors and supervisors may only have access to personnel file information on a need-to-know basis. Personnel files may not be taken outside of the department. Employees are not permitted to remove any documents from the personnel file. Personnel file access by current employees and former employees upon request will generally be permitted within three working days of the request.

**1.27 ETHICAL STANDARDS**

In general, public employees are to serve all persons fairly and equitably without regard to their personal or financial benefit. The credibility of Cooper City's government hinges on the proper discharge of duties in the public interest. Public employees must ensure that the independence of their judgment and actions is preserved without any consideration for personal gain. The following specific ethical standards shall guide public employees:

*Incompatible Offices.* A public employee shall not hold incompatible offices or engage in any regular outside employment unless and until such employee has completed the Outside Employment Form.

*Use of Confidential Information.* Public employees shall not disclose to others, or use to further their personal interest, confidential information, as defined by Florida Statutes, acquired by them in the course of their official duties. City of Cooper City employees are subject to the confidentiality provisions contained in the City's Ethics Code as set forth in Chapter 2, Article IV, Section 2-102(f) of the City's Code of Ordinances

*Solicitation or Receipt of Anything of Value.* A public employee shall not solicit or receive anything of value from any person or association, directly or indirectly, in consideration of some action to

be taken or not to be taken in the performance of the public employee's duties. Incidental items provided to public employees in the due course of business while attending conferences, seminars and training sessions shall be exempt from this provision. Unless approved by the City Manager, solicitation, blogging, or distribution of literature by employees on City property during working time, which in any way interferes with housekeeping, work production or service to citizens, is prohibited.

*Holding Investments.* No public employee shall hold any investment that might compromise the performance of their duties without disclosure of said investment and self-disqualification from any particular action that might be compromised by such investment, except as may be permitted by statute.

*Representation of Others.* City employees shall not represent persons or associations in dealings with the City.

*Financial Interest.* Where a public employee has a financial interest in any matter being considered by the public employee, such interest (if known to the public employee) must be disclosed to the City Manager, and the public employee shall be disqualified from further participation in the matter.

*City Property.* No public employee shall use City-owned property such as vehicles, equipment, or supplies for personal convenience or profit except when such property is available to the public generally, or where such property is provided by specific City policy in the conduct of official City business. The City reserves the right to search any City-owned property, including but not limited to vehicles and desks. Employees are responsible for all City equipment in their care, custody, and control. All City property assigned to an employee must be returned upon separation of employment or transfer of duty. Damage to City property caused by actions not contained in the employee's job description or due to negligence on behalf of the employee may result in disciplinary action.

*Special Consideration.* No public employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

*Authority.* No public employee shall exceed their authority, or breach the law, or ask others to do so.

*Public Funds.* No public employee shall use City public funds, personnel, equipment, or facilities for private gain or political campaign activities, unless such equipment and facilities are available to the public.

*Use of Logo or Other City Symbols.* Use of the City's logo or any other symbol for non-official City business without approval of the City Manager is prohibited.

*Expenses.* Public employees shall provide complete documentation to support requests for expense reimbursement. Expense reimbursements shall be made in accordance with City policy.

*Donations.* No public employee shall take any action that will benefit any person or entity because of a donation of anything of value to the City by such a person or entity.

*Official Action.* No public employee shall take an official action that will benefit any person or entity where such public employee would not otherwise have taken such action but for the public official's family relationship, friendship, or business relationship with such person or entity.

*Compliance with Laws.* Public employees shall comply with all local ordinances and state and Federal laws, including but not limited to the laws governing the functioning of municipalities, their elected and appointed officials, and employees.

*Acceptance of Gifts.* Public employees must comply with any established ethics ordinance.

*Knowledge of Violations.* Public employees shall disclose any possible violations of the City's ethics policy to the City Manager.

*Public Interest.* Public employees shall act with the best interests of the City of Cooper City in mind.

*Bribery.* Public employees may not, either directly or indirectly, attempt to influence the City Manager or City Commission in any way with money, services, or other remuneration.

*Personnel Actions.* No employee shall make any false statement, certification or recommendation of any appointment under any provision of these policies, or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies, with regards to employment, promotion or transfer.

*Political Activities.* The political activities of any employee shall be in accord with and regulated by Florida Statute 104.31 as it may be amended from time to time. No City employee shall participate in any political activity including the solicitation of contributions or votes during working hours. At no time will an employee display in their work area any type of literature or signage that might be construed to support a particular candidate. Violation of this policy may subject the employee to disciplinary action.

*Complaints Against Public Employees:* Allegations made against public employees shall be handled by the City Manager. The City Manager will oversee the review and investigation of the allegations, and will determine the appropriate responsive action.

1.29 CRIMINAL CHARGES

Any employee in the City service who has been arrested (on or off duty), indicted or who has been charged by information in any State or Federal court must report such arrest, indictment or charge as soon as possible (i.e., no later than the next working day, whether or not the employee actually reports to work that next working day) to the employee's Department Director. Failure to promptly report such information will be grounds for disciplinary action, up to and including termination.

The City Manager may immediately, in their sole and exclusive discretion, suspend without pay any employee in the City service who has been arrested and charged with a felony, a crime of violence, or a crime of dishonesty. An employee who is suspended without pay pursuant to this section will be afforded an opportunity to meet with the City Manager, or their designee, to discuss the circumstances of the arrest, indictment or information. The purpose of the meeting is to allow the employee to tell their side of the story so that the City Manager may, in their sole and exclusive discretion, determine the appropriate course of action, which may include, but is not limited to: continuing the suspension without pay; converting the suspension to one with pay pending further inquiry; reinstating the employee with back pay; and/or any other administrative/disciplinary action.

Notwithstanding any limitations on the length of suspension set forth elsewhere in the City's Personnel Policies, suspensions under this Section may continue indefinitely through the resolution of the criminal proceedings related to the arrest, indictment or information, or until such time as an administrative determination is rendered. Any extensions of time or continuances of any administrative proceedings (including the preliminary meeting with the City Manager) related to a suspension without pay that is attributable to, or caused by, the employee shall be deemed a waiver of any claim for back pay or other benefits lost as a result of that extension of time or continuance.

An acquittal or dismissal of the criminal charges related to the arrest, indictment or information (if any such action occurs prior to the conclusion of any administrative action or inquiry) shall not automatically entitle the employee to reinstatement or any other relief. Instead, upon the conclusion of the criminal proceedings, the City may conduct (i.e. commence or continue as appropriate) an administrative investigation or inquiry and, if appropriate, impose disciplinary action up to and including termination, as determined by the City Manager in their sole and exclusive discretion. The resolution of the criminal charges may be used as a factor in any administrative determination. For purposes of this rule, the fact that there is a "not guilty" verdict, that adjudication is withheld, or any criminal proceeding which terminates upon the employee's plea of nolo contendere shall not prevent the City from conducting its own administrative investigation and taking appropriate disciplinary action, up to and including termination.

1.31 APPEALS OF PPM RULES

In the event an employee believes that the rules contained in this PPM have been misapplied, he/she must utilize the following procedure. Failure of the grieving employee to strictly follow

the time limits will automatically result in a final and binding denial of the grievance. If the City does not follow the time limits, the appropriate City official will be deemed to have denied the grievance and it may proceed to the next step.

*Step 1:* The aggrieved employee shall present any grievance orally to his or her immediate supervisor. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. The immediate supervisor shall consult with the Department Director, reach a decision, and communicate that decision orally to the aggrieved employee within three (3) working days from the date the grievance was presented to him or her. Supervisors are not empowered to make policy decisions. If the grievance is not resolved at this step, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing within five (5) working of the date of the supervisor's response.

*Step 2:* If the grievance is not resolved in Step 1, the employee shall reduce the grievance to writing, sign it, and present it to the Department Director. The Department Director shall confer with the immediate supervisor and the employee and shall attempt to obtain the facts concerning the alleged grievance, and shall conduct a meeting concerning the grievance within five (5) working days of receipt of the written grievance. The Department Director shall notify the aggrieved employee of his or her decision no later than five (5) working days after the meeting.

*Step 3:* If the grievance has not been satisfactorily resolved in Step 2, the employee may forward the grievance to the City Manager within three (3) working days of receipt of the Department Director's decision. The City Manager shall meet with the aggrieved employee within ten (10) working days after receipt of the grievance unless an alternate time period is mutually agreed upon in writing. The employee shall have the right to respond to the charge(s) made against them both in writing to, and orally before, the City Manager. The employee may call witnesses in support of their case. The City Manager shall render a final written decision within ten (10) calendar days after the hearing, unless this period is extended by mutual agreement in writing. The final written decision shall advise the employee of the action which is to be taken by the City. The City Manager's decision is final and cannot be further grieved or appealed.

1.32 DISCIPLINARY APPEALS

The following procedure applies only to discipline which includes suspension without pay, reduction in pay, reduction in rank/demotion, or discharge. This procedure is not available to probationary employees. No other disciplinary actions may be grieved or appealed.

- A. The employee will receive written notification of the proposed disciplinary action, which contains the fact supporting the reason for discipline, which will enable the employee to make an explanation and/or present a defense to the proposed discipline. An employee who contests the proposed disciplinary action will remain in a paid status until the City Manager renders their written decision. However, nothing herein shall preclude the City from imposing immediate disciplinary action, without advance notice, where it is believed by the person taking disciplinary action that giving such notice would result in damage to

property of the City, would be detrimental to the interest of the City, or would result in injury to the employee, a fellow employee, or the general public. In such circumstances, the employee, although not in pay status, will be given reasons for the disciplinary action after it takes effect and thereafter may utilize the procedures set forth in the following paragraphs.

- B. If an employee desires to contest the disciplinary action proposed by the City Manager, the employee must, within five (5) working days of receipt of notice of the proposed disciplinary action, file a request for a pre-determination conference with the City Manager or designee, together with a brief statement outlining the reasons for the request. If the employee does not make a timely request for a hearing, he/she will be conclusively presumed to have concurred in the proposed disciplinary action and such action will become final.
  
- C. A meeting will be scheduled by the City Manager or their designee not less than ten (10) working days from the date of receipt of the meeting request. The meeting will be informal and will be conducted as follows:
  - 1. The City Manager or their designee will orally inform the employee of the proposed disciplinary action and provide the employee with the opportunity to present any evidence he/she believes will mitigate, negate or otherwise explain the conduct for which discipline has been recommended.
  
  - 2. The employee may be accompanied by a representative of their choice. The employee has the right to respond to the charge(s) made against them both in writing to, and orally before, the City Manager. The employee may refer the City Manager to speak with witnesses in support of their case.
  
  - 3. The City Manager will render a final written decision within ten (10) working days after the hearing. The decision will advise the employee of the disciplinary action which is to be taken by the City. The City Manager's decision is final and cannot be further grieved or appealed.

**1.33 POLICY AGAINST HARASSMENT**

The City of Cooper City is committed to providing a work environment that is free from discrimination and harassment. In keeping with this commitment, the City prohibits and has a zero tolerance policy for any and all harassing or discriminatory conduct. An employee who engages in discriminatory conduct or harassment will be terminated from employment. An employee who observes discriminatory or harassing conduct has a duty to report it and failure to report may result in disciplinary action.

**SEXUAL HARASSMENT**

*Definition:* Unwelcome sexual advances, requests for sexual favors, and other verbal, written or



physical conduct of a sexual nature is considered to be sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile or offensive work environment.

Some of the more common examples of sexual harassment include, but are not limited to:

- Repeated unwelcome contact or touching.
- Repeated unwelcome and offensive sexual flirtations, staring or propositions.
- Continued and repeated abuse (verbal or written) of a sexual nature, such as sexually related comments or jokes, sexually suggestive comments, and requests for sexual favors.
- Continued and repeated graphic verbal or written commentaries about a person's body.
- Continued or repeated use (verbal or written) of sexually degrading words about a person or the person's body.
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list are examples of prohibited conduct and should not be considered a complete list. Any unwelcome behavior, which violates the law, also violates this policy. Each situation will be considered in light of the specific facts and circumstances.

Sexual harassment is not limited to harassment of women by men. It includes the harassment of men by women and of gender-based harassment of individuals of the same sex as the harasser. Sexual harassment includes any unwelcome conduct from one human being, that is directed toward another human being. Sexual harassment also included a person who observes unwelcome or inappropriate behavior, even if that person is not the recipient of the behavior.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. However, refraining from such compliments can eliminate the potential for a harassment complaint. Harassment refers to behavior that is not welcome, that is offensive either objectively or subjectively, that fails to respect the rights of others, that lowers morale, and that interferes with work effectiveness.

**DISCRIMINATORY HARASSMENT**

At the City of Cooper City, discriminatory harassment is defined as unwelcome verbal, written or physical conduct which is directed at a person because of race; color; religion; sex; national origin; age; marital status; political affiliation; familial status; disability; sexual orientation; pregnancy; gender identity or expression; veteran or service member status; lawful source of income; genetic information; or being the victim of dating violence, domestic violence, or stalking; or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws, when:

- Such conduct has the purpose or effect of unreasonably interfering with the person’s work performance; or
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Examples of conduct that can constitute discriminatory harassment in violation of this Policy include:

- Repeated unwelcome jokes or comments (verbal or written) about a person’s legally protected status (e.g., racial or ethnic jokes or comments).
- Continued and repeated use (verbal or written) of slurs, epithets, derogatory terms or comments reflecting stereotypes based on a person’s legally protected status.
- Continued and repeated use (verbal or written) of disparaging or degrading words about a person based on their legally protected status.
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list is not all-inclusive and each situation will be considered in light of the specific facts and circumstances.

The best way to end harassment is through direct communication. As such, employees who feel they have been subjected to harassment should first advise the person committing the harassment that the person’s behavior is unwelcome and then follow the reporting procedures as outlined in this policy.

**EDUCATION AND TRAINING**

As part of the City’s efforts to preserve a safe and respectful working environment for all employees, the following educational program is instituted:

- All employees are provided a copy of this policy upon employment and must sign acknowledging both receipt and understanding of the policy;
- Any changes to this policy are to be communicated immediately in writing to all employees who will be required to sign a new acknowledgement form;
- All employees are required to attend annual training on harassment and discrimination in the workplace, which includes a review of this policy and complaint procedures.

Additional training and/or remedial training may be required as deemed necessary and assigned by Human Resources.

**PROCEDURE FOR REPORTING DISCRIMINATION OR HARASSMENT**

Any employee who feels that they have not been treated in accordance with this policy or with the law must promptly report the incident(s), either verbally or in writing, to any of the following individuals: Department Head, Director of Administrative Services, Assistant City Manager, or

City Manager. If the report is against their Department Head, the employee must report the incident(s) to the Director of Administrative Services, City Manager, or Assistant City Manager.

The Department Head, Assistant City Manager, and City Manager must promptly convey any report of discrimination or harassment they receive to the Human Resources Director for investigation, unless the Human Resources Director is the subject of the report. If the Human Resources Director is the subject of the report, the City Manager (or the City Manager’s designee) must be responsible for the investigation of the report in accordance with this policy.

If the employee reports the incident(s) in writing, the report may be placed in a sealed envelope marked “Personal and Confidential” and delivered to one of the individuals listed above. The City will maintain complaints and investigation of complaints as confidential until the conclusion of the investigation and then only to the extent required by law.

The following information should be included in the employee’s written report: the date(s) of the incident(s), identity of the person taking the action, identity of any witnesses, and details about the incident(s). The City may request an employee who submitted a written report to attend an in-person meeting to provide additional details and information concerning the incident(s) identified in that report.

**INVESTIGATION AND CORRECTIVE ACTION**

All employees are required to participate fully and truthfully in any investigation whether they are the subject of the complaint, a witness or the complainant of a violation of this PPM, including but not limited to reports of discrimination or harassment. The City will investigate reports of discrimination or harassment promptly. The City will take prompt remedial action based on the specifics of the case to address any violation of this policy, including corrective action, which may include a warning, training, suspension or termination from employment. Following investigation of a violation of this policy, the City will take appropriate action, which may include coaching, counseling or corrective action (discipline).

An employee who feels that their report was not appropriately addressed or that they are still being subjected to discrimination or harassment must immediately notify the Director of Administrative Services, Assistant City Manager or City Manager.

The foregoing City procedures for reporting discrimination or harassment are not intended to limit an employee’s rights to file complaints of discrimination with any outside agency having Federal, State, or County authority to investigate complaints of discrimination or harassment.

**PROHIBITION AGAINST RETALIATION**

The City prohibits and will not tolerate retaliation against employees who in good faith bring discriminatory conduct; harassment; violation of City policy; or violation of local, state, or federal law to the City’s attention. This applies to all employees, whether the employee initiates a complaint or the employee is a witness to matters related to a complaint. There will be no retaliation for making a report, for cooperating in the City’s investigation of the report, for giving a statement, or for providing any information related to an investigation or a complaint. Any

person who engages in direct or indirect retaliatory conduct will be subject to corrective action, up to and including termination from employment. If an employee believes that they are being retaliated against in violation of this policy, the employee must report the retaliation immediately by using the same procedures discussed above for reporting discrimination or harassment.

**MALICIOUS AND FALSE ALLEGATIONS OF HARASSMENT OR DISCRIMINATORY CONDUCT**

A false or malicious allegation of harassment or discriminatory conduct for personal gain or to harm another employee undermines the objectives of the City’s discrimination and harassment policies. The City intends its discrimination and harassment policy to be used as a tool to improve the workplace and not as a weapon. If during an investigation of a complaint it is determined that the complaint is without basis and was motivated by personal animus, the complainant may be subject to corrective action, up to and including termination from employment

**FOLLOW-UP**

After the conclusion of the investigation, the City will continue appropriate follow-up with the employees involved with the report.

The City is dedicated to maintaining a working environment based in professionalism and free of discrimination and harassment. The City expects that all employees will continue to act responsibly to fulfill the City’s commitment to working in an environment free of discrimination and harassment. An employee with a question concerning this policy must contact the Director of Administrative Services.

**ANTI-BULLYING POLICY**

Bullying is generally defined as unwelcome behavior that occurs over a period of time and is meant to harm someone who feels powerless to respond. Bullying is similar to behaviors associated with harassment except that it is not motivated by the victim’s membership in a protected class. In accordance with the City’s commitment to a safe and respectful working environment for all employees, contractors, and residents, the City maintains a zero-tolerance policy for bullying.

Bullying may include, but is not limited to:

- Repeated unwelcome jokes or comments (verbal or written) about a person;
- Continued and repeated use (verbal or written) of slurs, epithets, derogatory terms or comments;
- Continued and repeated use (verbal or written) of disparaging or degrading words about a person;
- Inappropriate public reprimand;
- False rumors spread verbally and/or in written form that can be detrimental to an employees’ professional reputation;
- Purposefully excluding people from work-related emails, meetings, or gatherings in a manner that negatively impacts the person’s ability to perform their duties;

- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list is not all-inclusive and each situation will be considered in light of the specific facts and circumstances.

The best way to end bullying is through direct communication. As such, employees who feel they have been subjected to bullying must first advise the bully that the bully's behavior is unwelcome and then follow the reporting procedures as outlined in this policy.

**PROCEDURE FOR REPORTING BULLYING**

Any employee who feels that they have not been treated in accordance with this policy must promptly report the incident(s), either verbally or in writing, to any of the following individuals: Department Head, Director of Administrative Services, or City Manager. If the report is against their Department Head, the employee must report the incident(s) to the Director of Administrative Services, or City Manager.

The Department Head, and City Manager must promptly convey any report of bullying they receive to the Director of Administrative Services for investigation, unless the Director of Administrative Services is the subject of the report. If the Director of Administrative Services is the subject of the report, the City Manager (or the City Manager's designee) must be responsible for the investigation of the report in accordance with this policy. The City will maintain complaints and investigation of complaints as confidential until the conclusion of the investigation and to the extent required by law.

The following information must be included in the employee's written report: the date(s) of the incident(s), identity of the person taking the action, identity of any witnesses, and details about the incident(s). The City may request an employee who submitted a written report to attend an in-person meeting to provide additional details and information concerning the incident(s) identified in that report.

**INVESTIGATION AND CORRECTIVE ACTION**

All employees are required to participate fully and truthfully in any investigation of a violation of this PPM, including but not limited to reports of bullying. The City will investigate reports of bullying promptly. The City will take prompt remedial action based on the specifics of the case to address any violation of this policy, including corrective action against any employee, which may include a warning, training, suspension or termination from employment. If the City's investigation does not uncover evidence of a violation of this policy, the City reserves the right to take appropriate action, which may include coaching, counseling or corrective action (discipline).

An employee who feels that their report was not appropriately addressed or that they are still being subjected to bullying, must immediately notify the Human Resources Director, Assistant City Manager or City Manager.

**PROHIBITION AGAINST RETALIATION**

The City prohibits and will not tolerate retaliation against employees who in good faith bring bullying to the City’s attention. The City has a zero tolerance policy with regard to retaliation. This applies to all employees, whether the employee initiates a complaint or the employee is a witness to matters related to a complaint. There will be no retaliation for making a report, for cooperating in the City’s investigation of the report, for giving a statement, or for providing any information related to an investigation or a complaint. Any person who engages in direct or indirect retaliatory conduct will be subject to corrective action, up to and including termination from employment. If an employee believes that they are being retaliated against in violation of this policy, the employee must report the retaliation immediately by using the same procedures discussed above for reporting bullying.

**MALICIOUS AND FALSE ALLEGATIONS OF BULLYING**

False or malicious allegations of bullying for personal gain or to harm another employee undermines the objectives of the City’s Anti-Bullying Policy. The City intends its Anti-Bullying policy to be used as a tool to improve the workplace and not as a weapon. If during an investigation of a complaint it is determined that the complaint is without basis and was motivated by personal animus, the complainant may be subject to corrective action, up to and including termination from employment

**FOLLOW-UP**

After the conclusion of the investigation, the City will continue appropriate and periodic follow-up with the employees involved with the report.

The City is dedicated to maintaining a working environment based in professionalism and free of bullying. The City expects that all employees will continue to act responsibly to fulfill the City’s commitment to working in an environment free of bullying. An employee with a question concerning this policy must contact the Human Resources Director.

**1.34 WORKPLACE VIOLENCE--ZERO TOLERANCE POLICY**

The City has adopted a Zero Tolerance Policy for workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the City or that occur on City property will not be tolerated.

Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City or to create a hostile, abusive, or intimidating work environment for City employees. Examples of workplace violence include, but are not limited to, the following: (1) all threats or acts of violence occurring on City premises, regardless of the relationship between the City and the parties involved in the incident; (2) all threats or acts of violence occurring off the City’s premises involving someone who is acting in the capacity of a representative of the City; (3) all threats or acts of violence occurring off the City’s premises involving a City employee if the threats or acts affect the legitimate interests of the City; and/or (4) any acts or threats resulting in the conviction of an employee or agent of the City, or of an individual performing services for the City on a contract or temporary basis, under any criminal

code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the City.

- Specific examples of conduct which may be considered threats or acts of violence, include but are not limited to, the following: (1) hitting or shoving an individual; (2) threatening an individual verbally or in writing or their family, friends, associates, or property with harm; (3) the intentional destruction or threat of destruction of City property; (4) harassing or threatening phone calls, e-mail or mail to an employee’s home or work place; (5) harassing surveillance or stalking; (6) the suggestion or intimation that violence is appropriate; and/or (7) unauthorized possession or inappropriate use of firearms or weapons; (8) Any other conduct or acts that management believes represent an imminent or potential danger to safety or security.

The City’s prohibition against threats, harassment and acts of violence applies to all persons involved in the City’s operation, including but not limited to City employees, contract and temporary workers and anyone else on the City’s property. Violations of this policy by any individual on City property, by any individual acting as a representative of the City while off City property, or by any individual whose actions off City property affect City business interests, will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Every employee and every person on City property is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to their supervisor and the City Clerk/Director of Administrative Services. Nothing in this policy alters any other reporting obligation established in City policies or in state, federal, or other applicable law.

1.35 WEAPONS AT WORK

To ensure that Cooper City maintains a workplace safe and free of violence for all employees, the use of perilous weapons on City property is prohibited. Further, employees are prohibited from possessing perilous weapons on City property, except as authorized under Florida law<sup>1</sup> and as required to fulfill job duties. Perilous weapons include, but are not limited to, firearms, explosives, tasers, and knives. The term “possession” is defined to mean in lockers or toolboxes, in an employee’s personal possession, or anywhere else on City property, unless such possession is authorized under Florida law. Employees who violate this policy will be subject to disciplinary action up to and including immediate dismissal.

1.36 STAFF SEARCH AND SECURITY POLICY

The City reserves the right to conduct an investigation of missing property or other suspected

<sup>1</sup> Fla. Stat. §790.25(5) authorizes people 18 years of age or older to possess a concealed firearm or other weapon in a private conveyance for self-defense purposes if the weapon is securely encased or not readily accessible for immediate use.

rule or policy violations.

**1.37 DRUG FREE WORKPLACE POLICY**

The City of Cooper City is committed to maintaining a safe, productive work environment at all City facilities and work sites and safeguarding City property. In addition to the harmful effects of illegal drugs, the abuse of alcohol and/or illegal drugs can undermine employee productivity, and the quality of the City’s standard of service to the community. Therefore, the City has established this drug free workplace policy, which applies to all employees and applicants for employment in order to provide a safe workplace and promote high standards of employee health by establishing and maintaining a work environment free from the effects of illegal drug or alcohol use.

The manufacturing, distribution, dispensing or possession and/or use of alcohol or illegal drugs on City property or during assigned work hours is prohibited and will be subject to discipline up to and including termination.

Employees who report to work under the influence of alcohol or illegal drugs or employees who operate City machinery or vehicles while under the influence of these substances will be subject to discipline up to and including termination. An impaired employee shall not be allowed to drive. Due to the seriousness of the consequences and safety implications of being found under the influence of alcohol while on duty, anyone assigned to be on-call should avoid consumption of any such substances for the designated on-call period.

Prescription drugs prescribed by the employee's physician may be taken during working hours. The employee shall notify the supervisor if the use of properly prescribed drugs will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

Supervisors have the right to counsel with an employee whenever they see changes in performance that suggest an employee problem. The supervisor may suggest that the employee voluntarily seek help from an assistance program or decide that the severity of the observed problem is such that a formal referral to a treatment facility should be made. All employees are encouraged to have the responsibility to make certain that they themselves and co-workers are performing properly. An employee who suspects a problem with a co-worker relative to the abuse of drugs or alcohol should contact their supervisor.

**DRUG TESTING**

The City reserves the right to require drug and/or alcohol testing of employees under the following circumstances:

**Applicants/New Hires**

Any applicant who is offered employment with the City shall, as a condition of employment, submit to testing for the presence of drugs and alcohol. Applicants who refuse to take a drug test when requested will not be considered for employment with the City. Seasonal employees who



are returning after a separation of six months shall also be required to undergo drug testing.

Reasonable Suspicion

If a supervisor has reasonable suspicion that an employee is under the influence of alcohol or illegal drugs while at work, the City may require the employee to undergo drug and/or alcohol testing. Reasonable suspicion may be observed behavior or reported by a reliable and credible source or can be independently corroborated.

Post Accident or Injury

Employees who are involved in a job-related vehicular or driven equipment accident or incident which results or might have resulted in bodily injury which requires medical attention beyond simple first aid or property loss or damage.

Random Testing

Random and/or scheduled periodic testing may be performed on employees' involved in safety-sensitive positions to the extent allowed by law. This includes employees who drive city vehicles, operate heavy equipment, and employees subject to testing by the Florida Department of Transportation.

Fitness for Duty

All employees who are subject to a routine fitness for duty examination may be required to take a drug and alcohol test as part of their medical examination.

Follow-Up

All employees who have been enrolled in a rehabilitation program for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly, semiannual or annual basis (as determined by the City), for two years after return to work.

Testing Procedures

The testing will be conducted by a method of the City's choosing, at a testing facility selected by the City.

Refusal of Testing

Employees who refuse to take a drug test when requested will be subject to discipline, up to and including termination. An employee who refuses to submit to a drug test will forfeit his eligibility for all Workers' Compensation medical and indemnity benefits.

Confirmed test

The City may institute disciplinary action, up to and including termination, for any employee who has a positive confirmed drug test. Specimens identified as positive include alcohol, marijuana/cannabinoids, amphetamines, cocaine, opiates, hallucinogens, barbituates, PCP and others.

Confidentiality

Confidentiality of records concerning drug testing will be maintained except to the extent necessary to comply with this policy. All information, reports, memos and drug test reports, written or otherwise, received by the City through the drug testing program will be kept confidential as provided by law. Employees and job applicants may confidentially report the use of prescription or non-prescriptions medication both before and after having a drug test.

*Medical Marijuana*

An Employee who is issued a Medical Marijuana Identification Card by the State of Florida, or any other State, must submit a copy of the card to Human Resources within 48 hours after the Medical Marijuana Identification Card is issued. Notwithstanding the employee's right to use Medical Marijuana when legally prescribed, an employee may not work if the use of Marijuana impairs the customary job duties of the employee. An employee may not possess or use CBD products which contain THC while on or within City property (including vehicles and equipment) and may not work following the use of CBD products which contain THC if such use impairs the customary job duties of the employee.

1.38 DISABILITIES AND MEDICAL CONDITIONS IN THE WORKPLACE

It is the policy of the City to provide a safe and healthy work environment for all employees and the public that is served, and to make reasonable accommodation to the work needs of applicants and employees who have a known physical or mental disability, as long as this does not create an undue hardship on the City or threaten the safety and/or health of the employee and others at work.

All employees of the City, at any time during their period of employment, may be required by the Department Director to undergo psychological or medical examinations, in order to determine if they are mentally and physically fit for the position in which they are employed. All psychological or medical examinations requested by the City shall be at no expense to the employee. Refusal to submit to such examinations is grounds for immediate termination.

When an employee of the City is reported by the examining physician or psychologist to be physically or mentally unfit to perform work in the position in which he/she is employed, such employee may, within five (5) calendar days from the date of notification of such determination by the examining physician, indicate in writing to the Department Director their intention to submit the question of their physical or mental unfitness to a physician or psychologist of their own choice. If there is a difference of opinion between the original examining professional and the professional chosen by the employee, then the City Manager may, in their sole and exclusive discretion, designate a third professional to examine the employee. The City Manager is not bound by any such opinions, however, and may take any action he/she deems appropriate. The City shall bear the expense of reasonable direct costs of the examinations and shall provide the employee with reasonable time off to meet these appointments. The City shall be responsible for the reasonable and necessary overnight travel and expense cost related to these appointments if approved in advance by the City Manager.

If an employee contracts a disease or develops a physical or mental disability which limits their ability to successfully perform the job duties, which is communicable to others, or which threatens the health or safety of others at work, the employee may be placed on a leave of absence, based on the advice of a physician. Before being allowed to return to work, the employee must provide the City with a written physician's statement, indicating that they are able to perform their job duties satisfactorily, with or without accommodation, and does not pose a threat to the health and/or safety of others at work. This information shall be placed in the employee's confidential file in the City Clerk's Office.

If an employee contracts a non-communicable disease or disability, they will be allowed to continue to work as long as the employee is physically and mentally able. The City will make reasonable accommodation to the employee's work needs, as long as this does not create an undue hardship for the City or threaten the health and/or safety of others at work. The City will require a written physician's statement verifying the status of the disease or disability. Management reserves the right to make all work-related decisions based on the best interests of the City and its citizens.

1.39 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The City of Cooper City adheres to the benefits provided to all eligible employees under the Family and Medical Leave Act of 1993 (FMLA). This section contains highlights of the provisions. Eligible employees may be able to take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons. For additional information, employees should contact the City Clerk's Office.

**Employee Eligibility**

An employee who has been employed with the City for at least twelve (12) months, and has worked at least 1,250 hours within the past twelve month period may, upon the approval of the City Manager, be granted a leave of absence in accordance with the Family and Medical Leave Act of 1993 (which shall control any questions concerning this section). An eligible employee may be granted up to twelve (12) weeks leave during any rolling twelve (12) month period for a personal serious health condition, birth or adoption or foster placement of a child, or to care for a child, spouse or parent with a serious health condition. An eligible husband and wife who both work for the City will be limited to a combined total of 12 workweeks of FMLA leave during any rolling twelve (12) month period for the birth of a son or daughter, the placement of a child with them for adoption or foster care, or if they are needed to care for a parent with a serious health condition.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember, as defined in 29 U.S.C. §2611, is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins

on the first day an eligible employee takes leave to care for the injured servicemember. An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks during any single twelve (12) month period.

When leave is foreseeable, the employee shall provide written notice to the Department Director and City Manager, not less than thirty (30) days before the date leave is to begin. If thirty (30) days' notice is not possible, notice must be given as soon as practicable before leave is to begin. Leave may be denied or delayed if an employee fails to give timely notice. Leave may be designated as FMLA leave retroactively only if the employee is not harmed as a result of that designation or if the City and the employee both mutually agree that the leave taken was FMLA leave.

When leave is medically necessary, an employee may take said leave in a rolling 12-month period intermittently or use the leave to affect a reduced workweek. When leave is requested to care for a newborn or newly adopted or placement of a foster child, an employee may take leave intermittently or on a reduced leave schedule only if approved by the City Manager. Intermittent leave or reduced schedule leave may result in the employee being temporarily transferred to an equivalent available position for which the employee is qualified. An employee taking family or medical leave will be able to return to the same or equivalent position with the same benefits he/she would have received had no leave been taken.

The City may require an employee taking leave for serious health reasons to provide a health care provider's certification that leave is medically necessary. The City may require periodic status reports from employees on unpaid leave regarding the continued need for leave and the employee's intent to return to work. The City may require employees to provide medical certification of their fitness to return to work after medical leave for serious personal health problems. Employees may be denied leave or reinstatement after leave until the City receives proper medical certification.

An employee shall exhaust any applicable accrued leave as part of the approved family or medical leave prior to taking any leave without pay. Employees may use accrued sick leave when leave is requested to care for a newborn or newly adopted or placement of a foster child.

As in all other types of absence without pay, sick leave and vacation leave shall not accumulate during family and medical leave of absence without pay.

During family and medical leave, an employee shall be entitled to receive the same group health benefits he/she would have received had no leave been taken. Employees on unpaid leave must continue to pay the same portion of their group health plan premium as if no leave had been taken. Payments by employees shall be made by the fifteenth (15th) of the month for the following month or as mutually agreed upon prior to the commencement of leave. If an employee fails to return to work from leave granted under this provision, the City may recover any premiums paid to maintain group health insurance for the employee during the period of leave without pay.

The City shall consider leave for employees not meeting the criteria for FMLA leave on a case by case basis, as recommended by the City Clerk/Director of Administrative Services and approved by the City Manager.

**Job Restoration Following Leave**

Employees returning from FMLA leave are normally entitled to be restored to their original job or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. In addition, use of FMLA leave will not result in the loss of any employment benefit the employee earned or was entitled to before using FMLA leave.

**Outside Employment**

Outside employment during FMLA leave is prohibited, and may result in disciplinary action, up to and including immediate termination of employment.

**Exhaustion of FMLA Leave Period**

Any employee failing to return or unable to return to work at the exhaustion of the FMLA leave period may be subject to termination of employment. An employee who informs the City that they do not intend to return at the conclusion of their leave will be deemed to have resigned.

**This Policy is Not a Contract**

All of the parameters of FMLA leave, including the duration of leave, benefits availability, job restoration, and other rights and obligations associated with FMLA leave are limited by the requirements of applicable state and federal laws. Employees should not infer any express or implied contractual rights from this policy. The City reserves the right to modify this policy as necessary, in its sole discretion, to ensure compliance with applicable state and federal law.

**1.45 SAFEGUARDING SOCIAL SECURITY NUMBERS/EXEMPT INFORMATION**

It is the policy of the City of Cooper City to protect the confidentiality of Social Security numbers obtained and used in the course of business from its employees and applicants. Some employees whose personal information may be exempt from public record law (Section 119, Florida Statutes). All Department Directors and employees are expected to rigorously adhere to this policy. Any employee violating the provisions of this policy and its operating procedures will be disciplined in accordance with the City's rules.

**1.50 SUBPOENAS**

Employees may occasionally receive a subpoena concerning a City related legal matter. In most cases, the subpoena will instruct the employee to either appear for a deposition or to produce certain specified documents. Upon receipt of a subpoena, all employees shall immediately provide a copy of the entire subpoena to the Department Director and the City Clerk/Director of Administrative Services. The City Attorney will review the subpoena and contact the employee involved and advise them of the required response. No response to the subpoena should be

made until the City Attorney has reviewed the subpoena and advised the employee accordingly. This procedure applies to all subpoenas received by an employee concerning a legal matter involving the City, except for subpoenas issued in a criminal case and directed to a law enforcement officer. Failure to comply with this section will result in disciplinary action.

1.51 THREATS OF LITIGATION

Any employee who receives any kind of city-related notice with the intent of litigation shall immediately provide a copy to the Department Director who will forward a copy to the City Manager, the City Clerk/Director of Administrative Services. All copies should be sent with a cover letter, since the transmittal of such a document should be noted for the City records. Discretion should always be used and citizen concerns should try to be resolved at the department level. However, any legal threats, especially those in writing from a law office, should be dealt with by the above outlined actions.

1.52 CITY POLICIES AND PROCEDURES

Employees are required to comply with all City policies and procedures as may be established by the City.

DRAFT

**SECTION TWO: BENEFITS OF CITY EMPLOYMENT**

**2.1 ACCESS TO GROUP HEALTH INSURANCE**

**A. Group Health Insurance Program:** The mayor, commission, City manager, and full time City employees are eligible to participate in the City of Cooper City Group Health Insurance Program. The City Manager or their designee from time to time shall negotiate and submit to the City Commission for approval, execution, and renewal, group insurance contracts that provide adequate group coverage for City employees in accordance with Section 112.08 (F.S.).

Eligible individuals may select individual coverage, individual and family coverage or no coverage. The City pays the employees' group health coverage. The City shall contribute an amount per month toward the premiums for any dependent health insurance coverage the employee may elect to receive as designated by the City Manager in the annual budget. The group insurance plan provides for hospitalization, dental, and vision care.

An employee (including elected officials) who declines to participate in the City ~~group~~ health insurance plan may be eligible to receive a stipend not to exceed \$325 per month. The non-participating employee shall provide proof of alternative health insurance coverage (other than Medicare) and proof of the premium paid for dependent coverage on the alternative health insurance plan, if applicable. The stipend amount shall be based on the lesser of either \$325 per month or the monthly amount paid for dependent coverage by the non-participating employee for alternative coverage. The non-participating employee shall be responsible to provide updated evidence of coverage and premiums annually or within 30 days of change in status. Failure to promptly report change in coverage shall result in disciplinary action up to and including termination. The employee is responsible to submit documentation timely and back pay for any lack of coverage shall not be awarded.

The schedule of benefits and the effective date of coverage shall be determined by the plan documents. Each full time employee shall receive upon appointment, a booklet detailing the benefits under the present insurance plan.

**B. Retiree Medical Coverage:** Pursuant to the provisions of Section 112.0801, Florida Statutes, all City employees and elected officials who retire from City service shall be eligible to participate in the City's group health coverage at their own cost. No administrative fee shall be charged to the employee or elected official for the continuation of benefits. Retirees and their eligible dependents shall be offered the same group health insurance coverage as is offered to active employees. If an employee or elected official declines coverage upon retirement, or does not elect coverage within 30 - days of retirement, coverage may not be added at a later time. If the retiree fails to pay the monthly cost of insurance on a timely basis and after 30 days written notice by the City to the retiree, coverage may be terminated by the City. Elected Officials and Department Directors hired or elected prior to January 1, 2012, and who have met the criteria (in accordance with policy 14.06 of the 2010 edition of the Personnel Policy Manual) shall receive: (1) fully paid health insurance coverage and associated benefits; and (2)

the Medicare supplement offered by the City at the City's cost. This provision does not apply to anyone first elected or hired after January 1, 2012.

**C. Life and accidental death and dismemberment (AD&D) insurance:** The City provides to each employee \$50,000 in whole life insurance with ancillary AD&D coverage, at no cost to the employee. Employees may elect to purchase on their own additional life insurance coverages for themselves and their dependents. Coverage ends when employment or service with the City terminates.

**D. Long-term disability insurance:** The City provides for a mandatory group policy for long-term disability, in the event an employee is disabled from illness or a non-job-related injury. The City pays 50% of the premium and the remaining 50% is deducted from each employee's bi-weekly pay. Coverage ends when employment or service with the City terminates.

**E. Dental Insurance:** The City provides a group insurance plan for dental coverage for all employees, at no cost to the employee. Any employee who requires dependent dental coverage may purchase same via the City's group dental plan and pay the full costs thereof.

**F. Voluntary coverages:** The City also offers a number of programs/policies that employees may participate in at their own cost. These include various supplemental policies through a variety of vendors, deferred compensation accounts, and supplemental voluntary life insurance benefits. Depending upon City policy, these benefits may or may not be eligible for continuation when employment or service with the City terminates.

**G. Cobra benefits:** The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most group health plans to provide a temporary continuation of group health coverage that otherwise might be terminated. COBRA requires continuation coverage to be offered to covered employees, their spouses, their former spouses, and their dependent children when group health coverage is lost due to certain specific events. See the Human Resources Administrator for more information.

**The Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Health Insurance Portability and Accountability Act of 1996 requires that employees be notified on how medical information about them is collected, how that information may be disclosed and how they can get access to this information. Confidentiality is a top priority for the City of Cooper City. We are committed to maintaining the highest level of confidentiality with all of the information we receive from our employees and subscribers to the various health benefit plans of the City. The City requires that contracted third-party administrators of the City's health plans meet HIPAA security standards for all information, including that which is transmitted or maintained electronically.

The City respects the privacy of personal information and understands the importance of keeping this information confidential and secure. The City protects the confidentiality of the personal



information we receive following Federal and State laws. Our practices apply to current and former employees and complies with the "Protected Health Information" (PHI) HIPAA disclosure requirements. The City is committed to maintaining compliance with HIPAA regulations and all related provisions of federal and state law, as it may be amended from time to time, shall apply.

**Employee Assistance Program (EAP)**

The City of Cooper City recognizes that employees may have personal problems that greatly affect their quality of life and may also affect their job performance. Therefore, the City has made available to its employees, through its existing health benefit plans, counseling services. Any employee who displays a tendency to engage in violent, abusive, or threatening behavior or who otherwise engages in behavior that the City, in its sole discretion, deems offensive or inappropriate, will be referred to a mental health professional of the City's choice and at the City's expense, for evaluation.

All employees of the City, at any time during their period of employment, may be required by the Department Director to undergo psychological or medical examinations, in order to determine if they are mentally and physically fit for the position in which they are employed. All psychological or medical examinations requested by the City shall be at no expense to the employee. Refusal to submit to such examinations is grounds for immediate termination.

When an employee of the City is reported by the examining physician or psychologist to be physically or mentally unfit to perform work in the position which he/she is employed, such employee may, within five (5) days from the date of notification of such determination by the examining physician, indicate in writing to the Department Director their intention to submit the question of their physical or mental unfitness to a physician or psychologist of their own choice. If there is a difference of opinion between the original examining professional and the professional chosen by the employee, then the City Manager may, in his sole and exclusive discretion, designate a third professional to examine the employee. The City Manager is not bound by any such opinions, however, and may take any action he deems appropriate. The City shall bear the expense of reasonable direct costs of the examinations and shall provide the employee with reasonable time off to meet these appointments. The City shall be responsible for reasonable and necessary overnight travel and expense related to these appointments if authorized in advance by the City Manager.

**2.2 NOTICE OF PRIVACY PRACTICES**

The City of Cooper City Group Health Plan is required by law to take reasonable steps to ensure the privacy of the personally identifiable health information of employees, retirees, and dependents covered by the City's group health plan, and to provide information about:

- the Plan's uses and disclosures of Protected Health Information (PHI);
- privacy rights with respect to PHI;
- the Plan's duties with respect to PHI;

- the right to file a complaint with the Plan and the Secretary of the U.S. Department of Health and Human Services; and
- the person or office to contact for further information about the Plan’s privacy practices.

The term “Protected Health Information” (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic). Non-authorized disclosure of PHI will be subject to disciplinary action up to and including dismissal.

The complete notification is provided to all employees in the City’s plan document, posted on employee bulletin boards, or may be obtained from the City Clerk’s Office.

### **2.3 REGISTRATION OF DOMESTIC PARTNERSHIP RELATIONSHIP**

**A. General policy:** A valid domestic partnership relationship may be registered by two persons who are domiciled in Broward County, by filing a declaration of domestic partnership with the Broward County Records Division, pursuant to the provisions of Section 16 ½-153 of the Broward County Code.

#### **B. Extension of benefits.**

1. *Insurance:* Any City employee who is a party to a registered domestic partnership relationship, and provides a certificate of registration from Broward County Records Division, shall be entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis under which any City employee may elect insurance coverage for his or her spouse or dependents. A City employee’s right to elect insurance coverage for his or her domestic partner, or the partner’s dependent, shall extend to all forms of insurance provided by the City to the spouses and dependents of City employees, unless such coverage is prohibited by state or federal law. All elections of coverage shall be made in accordance with the requirements of applicable City rules and policies and Chapter 16 ½ of the Broward County Code. However, in no event shall an employee make an election for coverage of a domestic partner more than two (2) times in a plan year. An employee must immediately notify the HR Administrator of the termination of domestic partnership.
2. *Other benefits:* Any City employee who is a party to a registered domestic partnership relationship, and provides a certificate of registration from the Broward County Records Division, shall be entitled to use all forms of leave provided by the City including, but not limited to, sick leave, annual leave, family and medical leave and funeral leave for a domestic partner or the dependent of a domestic partner, as applicable. The use of leave authorized herein shall be consistent with the applicable requirements in City rules and policies and this Manual.

Unless prohibited by state or federal law, all other benefits available to the spouses and dependents of City employees shall be made available on the same basis to the domestic partner, or dependent of such domestic partner, of a City employee who is a party to a registered domestic partnership relationship.

**C. Exceptions:** COBRA extension of group health benefits to separated employees is a Federal law. This law only permits “qualified beneficiaries” to receive extension of benefits. According to ERISA and IRS 1999 regulations, a qualified beneficiary is defined as a covered employee, the spouse or the dependent child of a covered employee. Therefore, group insurance plans do not extend COBRA extension benefits to domestic partners.

**2.4 VACATION LEAVE**

Vacation with pay for full-time employees is one of the ways the City shows appreciation to employees for their length of service and contribution to the goals of the City. It is the policy of the City that vacations are necessary to the health and well-being of all its employees, and that this time off must be taken by every employee, except in unavoidable emergencies. Employees accrue paid vacation leave beginning on their date of hire. In order to accrue paid vacation leave, an employee must be on “paid status” for at least eighty (80) hours during the month that leave is accrued. Vacation accrual is based on the employee’s length of service according to the following schedule:

<u>Length of Service</u>	<u>Vacation Accrual</u>
Date of hire to 5 years	10 days for the year
Year 6 to 10 years	15 days for the year
10 years and thereafter	20 days for the year

Maximum accrual: 240 hours. No accruals will occur after 240 hours is reached, except in the event of a state declared emergency.

Eligibility

A full-time employee is eligible for vacation leave with pay upon completion of their six (6) month probationary period. Vacation days are accrued on a biweekly basis.

In order for an employee to receive accrual, he/she must be in “paid status” for at least eighty (80) hours during the pay period. For the purpose of this section, paid status includes vacation leave, holiday pay hours, sick leave and compensatory time. Paid status does not include donated sick leave or workers’ compensation leave.

Scheduling

Vacations must be scheduled through the employee’s supervisor and Department Director based on operational needs. Scheduling vacation leave shall be at the discretion of the Department Director, provided it does not interfere with City operations. For every vacation day requested a forty eight (48) hour notice must be given (for example: if an employee requests forty (40) hours

of vacation leave, the request must be made ten (10) prior to the leave dates). If a designated holiday falls within a vacation period, holiday pay will be utilized for that day. Department Directors may utilize their administrative discretion in granting any variance to this rule with the approval of the City Manager. Any such variance shall not operate to reduce or increase the maximum annual accrual of paid vacation days, which is specified herein.

Vacation Cash-out

In lieu of time off, employees may choose to receive payment for a portion of their annually accrued vacation leave during a designated cash-out pay period once a year. The employee must have a minimum of eighty (80) hours of accumulated vacation leave at the time of the cash-out request and the amount of eligible cash-out leave shall not exceed one-half (1/2) of the total hours earned for that year. Any employee participating in this benefit shall have a minimum of forty (40) hours of vacation leave remaining in their account after the cash-out request is processed. Any payments made directly to the employee shall be made within the month of November of each year. Requests for advance payments will not be granted.

**2.5 PERSONAL LEAVE**

All full time employees accrue two personal leave days per year on their anniversary date. Provided, however, that probationary employees may be credited with one personal day after six months of employment and the second personal leave day on their anniversary date. Employees may utilize personal leave upon prior notification to and authorization by their Department Director. This benefit must be used in the twelve-month period and does not accrue from year to year. Unused personal time cannot be cashed upon termination or any other circumstances.

**2.6 PAID HOLIDAYS**

The City of Cooper City observes a number of official paid holidays each year. The Commission may also establish additional holidays in its sole discretion. Holidays will be observed in accordance with the days scheduled by the Federal Government. The normal paid holiday schedule is as follows:

- New Year’s Day (January 1)
- Day before or day after New Year’s Day (December 31 or January 2)
- Martin Luther King, Jr. Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving (Fourth Friday in November)  
Christmas Day (December 25)  
Day before or day after Christmas Day (December 24 or December 26)

Holidays may be changed to coincide with business considerations at the discretion of the City Manager. Full-time employees required to work on the day on which a holiday is observed shall be paid, in addition to one day's pay, an amount equal to one and one-half times the employee's hourly wage for the time actually worked on the holiday, regardless of the actual number of hours worked for the work week. If the holiday falls during an employee's vacation leave, that day shall be charged as holiday and not against his or her annual leave.

To be eligible for holiday pay, the full-time employee must be on paid status. For the purpose of this section, paid status includes vacation leave, compensatory time, and supplemented workers compensation. Sick leave is not construed to constitute approved leave with pay unless it was pre-scheduled.

An employee may not be entitled to be paid for any holiday in which they are absent either the day before or after the holiday without advance notice or unless satisfactory evidence of illness is furnished to the employee's supervisor. The City Manager may waive this provision at his discretion. Any employee desiring to observe the religious requirements of his or her faith on a working day which does not fall on a national or legal holiday may, if circumstances permit, be allowed to do so by the Department Director. If work scheduled cannot be arranged so as to provide for substituted work time, then deductions shall be made against the employee's vacation or personal time.

**2.7 SICK LEAVE**

This Sick Leave policy is designed to provide position and salary continuation in the event of illness or injury and to promote sick leave conservation for extended protection. In order to help protect employee income in the time of illness, the City provides employees with a Sick Leave Policy. Under this benefit, employees accumulate eight (8) hours of sick leave per month for any month in which they are on paid status for at least one hundred twenty (120) hours. For the purpose of this section, paid status includes vacation leave, holiday pay hours, sick leave and compensatory leave. Paid status does not include donated sick leave or workers' compensation leave.

Sick leave may be used for illness or injury of the employee and for doctor/dentist appointments when it is not possible to schedule them during non-working hours. When unavoidable, sick leave may be used for illness or injury of the employee's spouse, children step-children and/or parents when it is not possible to schedule appointments during non-working hours. Sick time used for health care provider appointments, which are not medically urgent, must be scheduled in advance and approved by the supervisor. **Sick leave may not be used to extend vacation leave. The City reserves the right to require a written physician statement as proof of the appointment for sick leave benefits.**

Sick leave is a privilege, and therefore must be used only for legitimate illness. When an employee is ill and cannot report for work, the employee or a family member must notify the employee's supervisor no later than the time the employee is regularly required to report to work. If an employee fails to contact their supervisor, the leave will be considered unauthorized leave and may be subject to disciplinary action.

Sick leave benefits may not be granted if it is requested for scheduled workdays just before or after holidays or vacations unless evidence of illness is furnished to the employee's supervisor. If a holiday is observed while an employee is out on extended sick leave while under a physician's care, the time shall be charged to holiday time and not against sick leave.

Sick leave benefits may not be abused. Employees who abuse sick leave will be subject to disciplinary action. Any use of this privilege, except for legitimate illness or disability, will be treated as falsification of time records and subject to immediate disciplinary action. Examples of sick leave abuse include, but are not restricted to, the following:

- Creating a pattern by taking sick leave before or after weekends, the first or last day of the normal workweek, if the workweek is other than Monday through Friday, and/or before or after a holiday and/or a vacation.
- An employee telling co-workers of a plan to take a day off, and then calling in sick that day.

Sick Leave Cash-out Policy

Employees may accrue a maximum of 90 days (equivalent to 720 hours) of sick leave . Any accumulation in excess of ninety (90) days is forfeited. Full-time employees who leave the City in good standing shall receive a cash payment for accumulated leave time in accordance with the following schedule:

1. Employees who have satisfactorily completed fifteen (15) years service as paid, regular full-time employees, who resign or retire voluntarily (i.e., are not discharged for cause) and give at least two (2) week's notice to the Department Director of such resignation or retirement, will receive payment for seventy-five percent (75%) of their accumulated sick leave hours, to be computed at their rate of pay as of their last day worked.
2. Employees who have satisfactorily completed ten (10) years of service and who meet the additional conditions of paragraph (1) above will receive payment for fifty percent (50%) of their accumulated sick leave hours, to be computed at their rate of pay as of their last day worked.
3. Employees who have satisfactorily completed at least five (5) years of service and who meet the additional conditions of paragraph (1) above will receive payment for twenty-five percent (25%) of their accumulated sick leave hours, computed at their rate of pay as of their last day worked.

### Sick Leave Conversion Policy

Full-time employees with a minimum balance of 550 sick leave hours may convert up to 6 sick leave days into annual leave or a monetary payout as budgetary conditions permit, as follows:

1. The conversion equivalency shall be one (1) annual leave day for every two (2) sick leave days, up to a maximum of six (6) sick leave days.
2. Utilizing the same standard set forth in Section 1 above, employees may convert sick leave into cash payments in lieu of annual leave.
3. Sick leave conversions can only be in increments of full eight (8) hour days.
4. The employee must request the conversion or payout, in writing, to his or her Department Director no later than November 30th of each year. Requests for advance payments or advance conversions will not be granted. Requests after November 30th will be void.

## 2.8 DISCRETIONARY LEAVE ISSUES

### A. SICK LEAVE DONATION POLICY

The purpose of the Sick Leave Donation Policy is to establish a way of allowing employees to share their accumulated sick leave with others who may face financial hardship because they have exhausted all of their own leave due to an extended serious, catastrophic, or unforeseen illness, injury or impairment.

An employee may elect to voluntarily donate sick leave to a fellow employee only for a serious medical condition that has been approved as a FMLA related event by the City Clerk/Director of Administrative Services. Employees may donate a maximum of eight (8) hours to each eligible receiving employee per calendar year providing that the donating employee retains a minimum of eighty (80) hours of sick leave in their account.

The employee receiving donated time must utilize all their leave accruals (sick, compensatory, personal, and vacation) prior to allocation of any donated time. Sick and vacation time do not accrue while the employee utilizes donated sick leave and until such time as he/she meets the pay status requirements of *Section 2.4 and Section 2.7* of this Manual. The total donated sick leave will not exceed 240 hours per employee in a rolling twelve (12) month period. After the FMLA related leave has ended, any donated time not subsequently allocated will be canceled and the potential donor notified that their donation was not used. The unused donated time will be returned to the potential donor.

An employee requesting sick leave donations must first contact the City Clerk/Director of Administrative Services for approval and issuance of a Sick Leave Donation Request Form ("Request Form"). In order to maintain confidentiality, no information regarding the

employee's FMLA event will be distributed by the City Clerk/Director of Administrative Services. The City Clerk/Director of Administrative Services, or their designee, are responsible for soliciting sick leave donations on behalf of the employee.

Requests for sick leave donations shall be limited to three (3) FMLA events within a fifteen (15) year employment period.

**B. COMMUNITY SERVICE**

Employees may request leave with pay for authorized community service activities. Leave with pay is subject to approval by the Department Director and the City Manager.

**C. ADMINISTRATIVE LEAVE**

An employee may be placed on Administrative Leave for reasons in the best interest of the City and/or employee (e.g. to diffuse a work-related or personal problem that has the potential for escalation if left unchecked, and/or has a negative effect on the department/division operations, and no other solution is available, or pending an internal or criminal investigation). Administrative Leave will be paid with no loss in benefits (with the exception that an employee charged with any felony or crime of dishonesty may be placed on Administrative Leave without pay pending final disposition of the criminal charge. Once the case is disposed of and an internal investigation has been conducted, if applicable, employees who are found not to have violated any law, City, or department policy that warrants termination shall be eligible for reinstatement upon such terms and conditions as may be specified by the City Manager. Employees who are reinstated shall be eligible for back pay for the period of the Administrative Leave without pay). Administrative Leave is not punitive and is therefore not subject to grievance or any disciplinary appeal process. Employees on paid Administrative Leave shall be subject to direction of their activities during normal work hours by the City and must remain available for recall to work at any time. Such direction shall not be arbitrary or capricious. Employees on paid or unpaid Administrative Leave will not accrue vacation, sick, or personal leave during their Administrative Leave period.

**2.9 LEAVE WITHOUT PAY - (Non-FMLA and Non-Military)**

With the approval of the City Manager, a Department Director may grant a permanent employee leave without pay for a period not in excess of fifteen (15) working days in one (1) calendar year.

If leave of absence without pay is given (unrelated to FMLA or military leave), such leave of absence may be subsequently withdrawn and the employee recalled to service. All employees on leave of absence without pay are subject to applicable provisions of these rules. Failure to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for termination. Leave of absence without pay shall cause the anniversary date to be deferred for an equivalent length of time.



**2.11 JURY/WITNESS DUTY**

If an employee is summoned on a workday for jury duty, or must appear in court as a witness, their supervisor must be notified as soon as possible and a copy of the notice must be sent to the City Clerk’s Office to be placed in the employee’s personnel file. While serving on a jury, the employee will be placed on leave with pay and must submit any jury duty fees received to the City Clerk’s Office. If an employee is called for jury duty but performs jury duty for only a portion of the regularly scheduled workday, he/she must report to work as soon as released.

If an employee is subpoenaed in the line of duty to represent the City as a witness or defendant, their appearance in such case shall be considered part of their job assignment, and therefore regular pay will apply. Employees who appear as a witness in court not involving personal litigation will receive the same benefit as jury duty, but must remit any witness fees to the City. An employee who is a defendant in a civil or criminal action or plaintiff or complainant in a civil or criminal action not associated with or arising out the City's business or affairs, must use accrued vacation or personal leave. Time off for jury duty shall not be included in computation of hours necessary to qualify for overtime compensation. Such leave shall not be deducted from any other leave earned by the employee.

**2.12 BEREAVEMENT LEAVE**

Regular/Full Time employees shall be granted time off with pay to arrange the funeral of and/or pay final respects to an immediate family member. Such time off will not exceed three (3) consecutive working days. In the case of multiple deaths or if travel exceeds 200 miles one way is required, then the City shall grant two (2) additional consecutive days off with pay. Funeral leave shall not be charged to vacation, compensatory time, personal, or sick leave. For the purpose of bereavement leave, the employee’s immediate family is defined as the employee’s spouse, parents or step-parents, son, daughter, step children, sibling, step or half-siblings, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, and uncles. The employee shall provide the Department Director with proof of death in their immediate family as defined before compensation is approved. Additional time off (over and above the five (5) days) shall be charged to vacation leave or leave without pay, at the employee’s request, subject to the Department Director’s approval.

**2.14 MILITARY SERVICE**

Active Duty

Employees who are members of the United States Armed Forces must show their orders to their supervisor as soon as they are received. During the first thirty (30) days on active military duty, activated employees will receive their City regular base pay and benefits in addition to their military base pay. After the initial thirty (30) days on active duty, if the military base pay is less than the City regular base pay, the City will pay the difference to the activated employee for the first year of their term of active duty. The employee will be required to provide official documentation of their compensation from the military, including any increases or decreases,

which may occur during their term of active duty.

Insurance benefits will continue as if the employee were still actively employed with the City, subject to the terms and conditions contained in applicable policies and plan documents. If the employee elects to continue family/dependent group health insurance coverage or any of the other available options while on active duty, the employee will continue to be responsible for the associated premium payments, in accordance with the procedures set up for that purpose.

The City will continue to contribute, on an actuarial basis, the City's share to the applicable pension plan. If the employee is a member of a pension plan that requires their contribution, the employee will contribute based on the amount of pay received pursuant to this section. The activated employee's vacation and sick leave accruals will be frozen, and will not continue to accrue while the employee is on active duty. Activated employees are entitled to keep all seniority rights and their seniority continues to accrue while they are away from work.

All regular employees returning from active service are eligible for re-employment in the same position they left (or a similar one in terms of status, pay and with accrued seniority), under the following conditions:

- Individual must receive an honorable discharge.
- Individual must still be qualified to perform the job duties. If the individual needs to practice job skills, a reasonable time will be granted as determined by the City Manager. In the event an individual is not qualified for their former position (required job skills have changed or the individual has a disability which precludes them from performing the essential functions of the position), then the individual will be allowed to attempt to qualify for a similar job.
- The individual being reinstated must complete employment medical examination or drug screening applicable for the position.
- If the City's circumstances have changed and the position no longer exists, then the veteran may apply for any other open positions.
- The individual must apply for re-employment within the applicable timeframes listed below:
  - (a) For periods of military service of 1 to 30 days, they must return by the beginning of the following first regularly scheduled workday with allowance for safe return travel;
  - (b) For periods of military service of 31 to 180 days, they must apply for re-employment no later than 14 calendar days after the completion of their service; or
  - (c) For periods of military service 181 days or more, they must report to work no later than 90 calendar days after the completion of their military service. All of these periods are extended to two years if the individual is hospitalized or slow to return to health because of an injury incurred or aggravated during military service.

#### Reserve or National Guard Training Leave

If an employee is a member of the Reserve, National Guard or other reserve component of the Armed Forces of the United States and called upon for training, that employee shall receive his regular base pay (paid leave) up to a maximum of 240 working hours in any one annual period. The employee should give their supervisor as much advance notice as possible of the intent to

be away. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

**2.15 WORKERS' COMPENSATION**

City employees may be entitled to Workers' Compensation benefits for personal injuries that occur while performing official business at an alternate work site. Employees are required to report any and all accidents or injuries, immediately.

Employees who are injured while at work will receive certain benefits under Florida's Workers' Compensation Statutes.

Employees who become injured on the job must immediately report it to their supervisor so that proper medical attention can be provided and ensure that the workers' compensation claim is filed properly. It is the employee's responsibility to report all workers compensation claims as directed by the City Clerk/Director of Administrative Services. The City's insurance carrier has instituted a managed care program for all workers compensation claims. If authorization is not received prior to treatment, the employee will solely be responsible for payment. In the event the employee is unable to report to work, even temporarily, the employee must provide written notice from the attending Workers Compensation physician within two working days. Employees shall return to duty at the earliest possible date. FMLA leave and workers' compensation leave may be taken concurrently.

**2.16 TRAINING/TUITION/CERTIFICATION REIMBURSEMENT**

The City offers various methods of training for all employees. Employees should discuss training opportunities with their supervisor to maximize their potential. Once an employee is scheduled for training, it is imperative that the employee attends as scheduled and brings these new skills back to the workplace for effective utilization and implementation. Employees will be held accountable for this training and their performance shall be indicated on their performance evaluations. Employees will be required to reimburse the City for any training expenses which, due to their own negligence, does not result in certification.

If an employee attends a school, course of study, or takes a correspondence course, they may be eligible to receive educational related expenses if it is a work related subject. The employee must complete the proper tuition agreement and receive **advance** approval from the Department Director, City Clerk/Director of Administrative Services and the City Manager.

Tuition reimbursement will be limited to full-time employees and the appropriate percentage of the rates charged by the State of Florida for community colleges or universities, whichever is applicable. Employees entering "executive" bachelor or graduate programs shall receive tuition reimbursement at the regular state rate and will personally pay for any difference between the regular state rate and the "executive" program rate. Tuition reimbursement will be limited to

75% (of the State rates) for employees who have a passing grade of below "B" whereas it will be 100% (of the State rates) for employees who receive a grade of "B" or above. The Department Director and the City Manager must grant approval prior to the employee attending the training or educational program. An eligible training or educational course is one that, in the judgment of the Department Director, is directly related to the employee's current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to a related higher position. All approvals will be on a case-by-case and course-by-course basis. Any employee who is approved for attendance in any eligible educational or training program must pay tuition costs directly to, and be accepted for enrollment by, an accredited educational institution. No reimbursement will be made for textbooks, lab fees, or any other expenses. No coursework shall be performed during working hours. Employees will be entitled to a reimbursement of tuition upon the successful completion of each approved course and presentation of a course transcript within thirty (30) days of completion of the approved course. The reimbursement shall not exceed the appropriate percentage of the tuition paid to the educational institution. If an employee voluntarily or involuntarily terminates his or her employment with the City within one (1) year following the completion of any eligible educational or training program for which such employee has received a refund, then the amount of tuition reimbursement paid by the City shall be repaid by such employee to the City immediately. Should such employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the amount of any such refund from any salary or wages due to the employee from the City.

Licenses (excluding regular driver's licenses) and certification/re-certification fees required to perform City-related job duties shall be reimbursable with prior Department Director approval.

**2.17 EMPLOYEE SUGGESTIONS**

Employees are encouraged to provide the City with suggestions and comments about policies and programs. Suggestions of any nature are welcome. Suggestions may be discussed at departmental meetings or given to supervisors for submission to management.

**2.18 RETIREMENT**

All eligible employees of the City shall automatically be enrolled upon hire in the appropriate retirement plan as set forth in Chapter 2 of the Municipal Code of Ordinances and as may be amended by the City Commission. Whenever an employee meets the conditions set forth by the City retirement system, the employee may elect to retire and receive all benefits earned under the plan.

**2.19 RESUMPTION OF EMPLOYMENT BY RETIRED MEMBERS**

1. Commencing on February 1, 2013, any person with special skills, knowledge or qualifications, as determined in the sole discretion of the City Manager, who has retired and who has experienced a bona fide termination of employment from the City of at least three (3) months, may be re-employed by the City and continue to receive their monthly distribution of any retirement benefit to which he/she is entitled, provided that he/she is over the normal retirement age required by the Internal Revenue Service. Such re-employment shall not operate to reinstate the person as an active member of the City's General Employee Pension Plan or the Managerial Pension Plan nor shall said retiree, as a result of such re-employment be considered an eligible employee for purposes of either of these plans.
2. All plan retirees re-hired by the City, except those excluded by law, shall become compulsory members of the FRS.

**THE CITY RESERVES THE RIGHT TO AMEND AND UPDATE THIS PERSONNEL POLICY MANUAL  
AS THE CITY DEEMS NECESSARY, WITH OR WITHOUT NOTICE**

# CITY OF COOPER CITY MANUAL OF PERSONNEL POLICIES



**SEPTEMBER, 2015**

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**RECEIPT FOR EMPLOYEE MANUAL OF PERSONNEL POLICIES**

I acknowledge that I have received a copy of the City of Cooper City's Manual of Personnel Policies. I agree to read it thoroughly, including the statements in the foreword describing the scope and purpose of the Manual of Personnel Policies. I agree that if there is any policy or provision in the Manual of Personnel Policies that I do not understand, I will seek clarification from the City Clerk's Office. I understand that the City of Cooper City is an "at will" employer and as such employment with the City of Cooper City is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the City has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand the Manual of Personnel Policies states the City of Cooper City's policies and practices in effect on the date of publication. The policies contained in this manual supersede any and all prior practices, oral and written representations, or statements regarding the terms and conditions of employment with the City of Cooper City. I understand that nothing contained in the Manual of Personnel Policies may be construed as creating a promise of future benefits or a binding contract with the City of Cooper City for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time with or without notice.

Please sign and date this receipt and return it to the City Clerk's Office.

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

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

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

**\*\*REMOVE FOR PERSONNEL FILE\*\***

**SCOPE AND PURPOSE**

That this Manual of Personnel Policies supersedes previously adopted policies which were set forth by prior motion, resolution or established City-wide personnel policy set forth via memorandum or past practice by the City of Cooper City. This Manual of Personnel Policies will govern working conditions for all employees including elected officials and Department Directors and may be amended from time to time at the City Manager’s discretion.

This Manual of Personnel Policies is to let employees know what to expect from the City and what the City expects from employees. The City reserves the right to make personnel policy changes when those changes are in the City’s best interest. The City reserves the right to interpret policy and make policy decisions.

This Manual of Personnel Policies renders previous department policies and procedures in conflict herewith void. Any departmental level changes to address department operational needs not addressed in this manual must have the prior written consent of the City Clerk/Director of Administrative Services and the City Manager.

Cooper City’s mission is to provide excellent services and facilities to support a high quality of life for our residents. A high standard of customer service is encouraged and expected for every position held throughout the City to maintain Cooper City’s designation of “Someplace Special.”

**SECTION ONE: EMPLOYMENT POLICIES AND PROCEDURES**

**1.1 EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the City of Cooper City to grant equal employment opportunities to all employees and qualified applicants without regard to race, creed, color, sex, religion, age, national origin, disability, marital status, sexual orientation, citizenship status or any other category protected by federal, state or local laws. The City’s policy of equal employment opportunity applies to all organizational levels and job classifications within the City.

**1.2 ACCOMMODATION POLICY**

It is the policy of the City of Cooper City to offer equal employment opportunities to disabled applicants and employees in all phases of employment including the application process, performance of essential job functions, and benefits. Under this policy, reasonable accommodation is defined as any modification or change to a job, employment practice, or work environment which makes it possible for a qualified applicant or employee with a known disability to enjoy equal employment opportunities, as long as this does not create an undue hardship for the City or threaten the employee’s health and/or safety or the health and/or safety of others at work. The City reserves the right to make all work-related decisions concerning reasonable accommodation, disabilities and diseases based on the legitimate business interests of the City. These decisions will exemplify and take into consideration the City’s commitment to affording equal employment opportunities to qualified applicants and employees. Any questions or complaints regarding this policy should be addressed with the City Clerk/Director of Administrative Services.

**1.3 EMPLOYMENT PROCESS**

Application for Employment

All parties interested in applying for a position with the City of Cooper City shall accurately complete the entire employment application. All applicants for employment shall be required to furnish complete job-related information relevant to the requirements of the position or vacancy for which they are applying; as well as a chronological statement of previous employment. Employment applications may only be accepted by the City Clerk’s Office.

Successful candidates must pass a drug screen, pre-employment physical examination, tuberculin screening, criminal background, driving record check, references review, and educational/employment experience verification. When a background check finds that a criminal offense has occurred, several factors will be considered such as the nature of the criminal act and when it occurred. If there are additional employment requirements, the

applicant may be required to bear that cost. The City Manager will have the final hiring decision in this regard.

Recruitment

When a vacancy occurs or if a new position is duly authorized, the responsible Department Director shall submit a requisition to the Human Resources Administrator for each such vacancy. All departments shall work cooperatively with the City Clerk’s Office in planning for new positions. Vacant positions within the City may be advertised and filled as determined by the City Manager. Employees desiring to be considered for any vacancy shall make written application in accordance with the job announcement.

Disqualification

The Department Director may remove from further consideration, at any time, the application of any applicant who:

- 1. Does not possess the minimum job qualifications;
- 2. Has made false statements or practiced deception in the application;
- 3. Fails to cooperate (to any extent) with the City;
- 4. Fails to accept appointment within two days or to report for duty within the time prescribed in the offer; or
- 5. Fails to meet any additional requirements as may be deemed necessary.

Selection

Each job description contains minimum qualifications, which must be met by an applicant in order to be considered for the specific position. The selection to fill open positions shall be based on the most qualified applicant. The City shall ensure compliance with F.S. Chapter 295, as concerns Veterans’ preference. The City shall endeavor to interview current City employees who make written application and meet the minimum requirements for the position. The hiring department shall contact a minimum of two business and two personal references.

Upon completion of the interview process, the hiring official shall notify the City Clerk’s Office of the proposed candidate selected and forward documentation to substantiate that the most qualified candidate has been selected. The City Clerk’s Office will arrange the necessary pre-employment testing. Applicants may not begin work until receipt of a Personnel Action Report signed by Human Resources and the City Manager.

Rejection

The hiring department shall notify all applicants interviewed whenever an applicant is rejected.

**1.4 EMPLOYMENT OF RELATIVES**

The City does not permit the employment of relatives or members of the same household under any of the following circumstances:

1. Where one of the parties would have authority or be in a position to directly or indirectly supervise, appoint, remove, or discipline the other.
2. Where one party would be responsible for auditing or evaluating the work of the other.
3. Where both parties would report to the same immediate supervisor.
4. Where both parties would work in the same department.
5. Where circumstances exist that could create a conflict of interest or an unsuitable working arrangement that could have a negative impact on employee morale or service to citizens.

The City Manager has the final determination as to what constitutes a conflict of interest or unsuitable working arrangement. If two employees change their family relationship by marriage, adoption, or other means so as to come in conflict with these prohibitions, one of them shall be transferred to a different department if possible, granted a waiver by the City Manager, or separated from City service.

The City Manager may waive this policy when it is deemed in the best interest of the City to do so. For the purpose of this policy, a relative is defined as an employee's spouse, domestic partner, parent or parent-in-law, grandparent, sibling or sibling-in-law, child or child-in-law, uncle, aunt, cousin, nephew, niece, biological or through marriage. For parent, sibling or child this is defined as biological, adopted, foster, step-parent/step-child/step-brother/step-sister or legal ward. If any person so related is subject to promotion or advancement or a raise in pay status other than cost-of-living increases, the appropriate Department Director shall present the proposed change to the City Manager for clarification and determination.

### **1.5 IMMIGRATION CONTROL AND I-9 FORM**

The City is committed to hiring only authorized workers. Each new employee must provide documentation to verify both identity and authorization to work in this country and to complete the I-9 form. If an employee cannot provide these required documents, they may be either dismissed or suspended until the required documents are produced. Both the employee and the City representative will sign the I-9 form certifying that the documents are valid. Information may be shared with Social Security Administration and the Department of Homeland Security from each new employee's Form I-9 to confirm work authorization.

### **1.6 EMPLOYEE CATEGORIES**

The City of Cooper City is an "at will" employer and as such employment with the City of Cooper City is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

#### Elected Officials

The City's Elected Officials may be afforded benefits and other terms and conditions of employment that differ from those provided in this Manual of Personnel Policies, as provided by law.

Managerial Employees

An employee may be appointed to a management position by the City Manager. Reference to this status is generally included in the job description. The City Clerk/Director of Administrative Services maintains a list of all management positions. Managerial employees may have benefits that differ from those provided in the Manual of Personnel Policies.

Probationary Employees

The term “probationary” refers to employees who are currently under probation, which is a six (6) month working test period for new full-time and part-time employees.

Regular/Full Time Employees

The term “full time” refers to all employees who have successfully completed their probationary period and whose normal workweek shall consist of not less than forty (40) hours. It may begin on any day of the week and at any hour of the day, and need not be the same for all departments and all employees.

Seasonal Employees

The term “seasonal” refers to all non-contracted employees who work for the City for a designated period of time, such as the summer, and work 75% of their hours within a six-month period. These employees may be scheduled to work up to 40 hours per workweek, at the discretion of the Department Director. Seasonal employees will not receive annual evaluations. Time spent in a seasonal appointment will not be credited toward length of City service in the event a transfer to a regular position occurs. Seasonal employees shall be paid at their normal rate of pay for scheduled City holidays for which they work. Seasonal employees who do not work on scheduled City holidays will not receive pay for those days. Seasonal employees are eligible to participate in the same International City/County Management Association (“ICMA”) products offered to general employees as well as the City County Credit Union. No other benefits are provided for seasonal employees.

Part-time (PT29)

The term “Part Time 29” refers to all employees whose normal workweek consists of less than 30 hours. The employees in this category are eligible for a Cost of Living Adjustment (COLA) the same as may be granted to full-time employees. PT29 employees will not receive annual evaluations. Increases will be at the discretion of the Department Director by Class/Step per position. PT29 employees shall be paid at their normal rate of pay for scheduled City holidays for which they work. PT29 employees who do not work on scheduled City holidays will not receive pay for those days. PT29 employees are eligible to participate in the same ICMA products offered to general employees and the City County Credit Union. Participation in the Florida Retirement System (FRS) is compulsory and none of these benefits are credited retroactively. No other benefits are provided for the PT29 employees.\*



\*Effective April 15, 2013, the current six PT20 employees will transition to the PT29 category and will continue to receive the benefits (vacation and sick leave) which were in effect for the PT20 category immediately preceding this amendment. This policy shall be in effect until these six employees separate from service or as may be amended from time to time.

Acting appointment

Acting appointment to a position in a higher class shall be approved by the City Manager. Persons appointed in an acting capacity for a period exceeding ten (10) days will receive additional compensation up to 10% of his/her current rate of pay or a maximum of four in-grade steps. Acting appointments to a Department Director level require approval from the City Manager with notification to the City Commission.

**1.7 PROBATION**

The probationary period is a working test period used by the supervisor and Department Director to closely observe a new employee's work. It will be utilized to review the new employee's performance to determine if they meet the required standards. All appointments to positions made from outside employment, by promotion from within the service, by transfer, or by reassignment shall be subject to the probationary period. The probationary period shall begin immediately upon hire and shall be for a period of six (6) months unless the position requirements and job posting clearly provide for an extended probationary period. In no case shall the probationary period extend beyond one (1) year.

During an employee's probationary period, performance will be closely reviewed to determine the employee's ability to carry out assigned tasks, efficiency, and other characteristics relative to the requirements of the position. Probationary employees will be evaluated by a supervisor and/or Department Director at three month intervals. A probationary employee who has received any form of disciplinary action during their probationary period may not receive a regular appointment.

Appointment to regular status is not automatic upon the expiration of the probationary period. In order to obtain an appointment to regular status, the new employee must have received a completed satisfactory performance evaluation.

Rejection

If, at any time during the probationary period, the immediate supervisor, Department Director, or City Clerk/Director of Administrative Services deems the employee’s performance to be unsatisfactory, he or she may recommend to the City Manager that the employee be terminated. If the Department Director and the City Manager agree that termination is warranted, the employee may be terminated without explanation at any time with or without cause and without the right of appeal or hearing in any manner.

Promotion While On Probation

An employee must complete the probationary period before being considered for any promotion or change to another position within the City unless approved by the City Manager.

**1.8 WORKWEEK/OVERTIME/CALL BACK**

**A. TYPICAL CONDITIONS**

For the purposes of this provision, Department Directors and any other positions which are primarily of a supervisory and/or administrative nature and considered an exempt position, as determined by Fair Labor Standards Act (FLSA), shall not be entitled to standard overtime pay (*See Emergency Overtime for exception*).

Workweek

The typical workday shall consist of eight (8) hours work and unpaid lunch periods, which shall be limited to one (1) hour, and rest breaks (as defined in Section 1.10). The workweek for most City employees shall consist of five (5) consecutive days for a total of forty (40) hours exclusive of unpaid lunch hours, but this can be either longer or shorter depending on the needs of the City and its citizens. The typical workweek shall be Monday through Friday unless otherwise specified for specific departmental personnel.

Standard Overtime

Hours worked in excess of 40 hours per week to perform non-emergency work shall be paid to non-exempt employees when such work is approved by management at one and one-half (1 ½) times their normal rate.

Call-Out Pay/Shift Differential

In the event that a non-exempt employee is off-duty and is called out to report for work, the employee will be paid a minimum of three (3) hours at one and one-half (1 ½) times his or her regular rate of pay.

Employees who are assigned to work midnight shifts (either from 11 p.m. through 7 a.m. or midnight to 8 a.m.) shall be compensated one dollar (\$1.00) per hour, above their normal rate

of pay, for each hour worked on such a shift.

Time Cards

Time cards are to be used as the hourly work record for all employees except Department Directors and the City Manager. Employees must comply with starting and quitting time; otherwise, they will be subject to disciplinary action. Tampering with or recording time for another individual shall be grounds for disciplinary action.

Non-exempt employees (as defined by FLSA) who work more than forty (40) hours in a week shall be paid at one and one-half (1 ½) times the regular hourly rate; however, overtime is based on actual hours worked and does not include vacation leave, holiday pay hours, approved sick leave or other benefit time as hours worked. All overtime must be previously authorized by the Department Director. Exempt employees such as positions which are primarily of a supervisory nature (as defined by the Fair Labor Standards Act) shall not be entitled to overtime pay.

- 1. For purposes of computing overtime pay and compensatory time, sick leave, personal days, jury duty, vacation days and lunch hours shall not be construed as hours worked.
- 2. The Supervisor or Department Director must first affirmatively seek qualified volunteers prior to requiring a specific employee to work scheduled overtime hours. The Department Director will give the employee as much notice as possible before requiring overtime.

**B. EMERGENCY CONDITIONS**

For purposes of this subsection, the term “emergency” shall be construed to mean circumstances including, but not limited to, manmade situations such as acts of terrorism and civil unrest, strikes or walkouts; or a significant unexpected shortage of personnel; natural disasters, such as hurricanes tornadoes, or floods.

The City realizes that emergency conditions such as storms may develop that may require the temporary closing of City facilities. Should that situation occur during the workday, hours considered for payroll shall be determined by the City Manager. Emergency closing during the workday will be announced to the Department Directors, who will assess their department’s operational needs and communicate the information to their employees.

If emergency conditions develop during non-working hours, it is each employee’s responsibility to make every effort to be in contact with their supervisor during these emergency situations to determine their work schedule. Employees are required to use the live employee hotline and report to work as directed, unless excused. Failure to report to work as directed for an emergency may result in disciplinary action up to and including termination.

Emergency Overtime

Notwithstanding the general prohibition regarding overtime and call back pay for exempt employees, hours worked in excess of 40 hours per week to perform emergency work shall be paid to exempt employees at straight time for every hour worked.

Hours worked in excess of 40 hours per week to perform emergency work shall be paid to non-exempt employees at one and one-half (1 ½) times the regular hourly rate. Emergency work shall be performed as needed by the City and as approved by management.

Emergency Work – Call back

When an impending emergency is imminent, the City may close all standard operations thereby sending all employees home. Essential employees may be called back to work as needed by the City. Those essential employees who are called back to support the City in managing the emergency will be paid in accordance with the *Emergency Overtime* rules noted above.

If in an emergency a non-exempt employee is called back to work after having left the job at the completion of the work shift, the employee will be paid a minimum of three (3) hours at one and one-half (1 ½) times the regular hourly rate, regardless of the actual number of hours worked within the week or the work period.

Department Directors are considered managerial, exempt employees under the regulations of the Public Employees Relations Commission and the Fair Labor Standards Act. Therefore, Department Directors are salaried employees, not subject to the payment of overtime, except as provided for in an emergency situation. The City recognizes that the managerial employees often work hours outside of a normal forty-hour workweek, without additional compensation. Therefore, managerial employees have the opportunity to take administrative time during the normal workweek, subject to the approval of the City Manager. It is expected that departmental responsibilities will be met and that the managerial employee will be available via telephone to provide direction and/or instruction to subordinates, if necessary.

**1.9 MEAL PERIODS**

The amount of time for meal periods may vary for some positions, depending on the job duties of the position, the employee’s total scheduled hours and the needs of the department. Mealtime is not included in hours worked whenever the employee is free to leave the work station, relieved of duties, and the time allowed is at least 30 minutes. This meal period time is the employee’s and may be used as they see fit and in accordance with the provisions of Section 1.30 (*Employee Conduct and Discipline*). Employees are not permitted to accumulate meal periods in order to leave work early, or to extend daily meal periods, unless approved in advance by their supervisor.

**1.10 REST BREAK**

Each employee is allowed one fifteen (15) minute paid rest break for each one-half shift worked. A one-half shift is generally regarded as four (4) hours. Employees who smoke must do so in designated areas and only during regular lunch periods or break periods. The fifteen (15) minutes must be taken at one time and may not be broken up into smaller segments or accumulated to take later.

**1.11 COMPENSATORY TIME**

Non-exempt employees covered by the Fair Labor Standards Act (FLSA) may elect to receive compensatory time off in lieu of overtime, at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. *During civil emergencies all overtime will be compensated at a rate of one and one-half (1½) times the employee’s regular straight-time hourly rate of pay and compensatory time off leave accruals will not be permitted.* For purposes of computing overtime pay and compensatory time, sick leave, personal days, jury duty, vacation days and lunch hours shall not be construed as hours worked. Employees may accumulate compensatory time off but may use no more than forty (40) hours at one time. At the discretion of the Department Director, compensatory time may be accrued up to a maximum of forty (40) hours. Once compensatory time has been earned and accrued, it may not be cashed in for monetary payment during employment. Upon a non-exempt employee’s departure from City employment, accrued compensatory time shall be paid out in a monetary lump sum in accordance with FLSA guidelines in effect at the time of departure. Non-exempt employees may utilize compensatory time provided reasonable written notice of utilization is given. The Department Director must authorize all compensatory leave use based on departmental operations not being unduly disrupted by the employee’s use of compensatory leave. The non-exempt employee will be advised in writing by the Department Director of the approval or denial of the request.

**1.12 TIME RECORDS**

It is the City’s responsibility to set time keeping and payroll policies and it is the employee’s responsibility to maintain their individual time records. A time record is required because the City uses the information for compliance with government regulations, payroll computation and providing an accurate record of earnings. All employees must maintain a true and accurate time record as approved by the City’s Finance Department. Employees are prohibited from clocking in earlier than his or her assigned working start time.

Each employee and Department Director must sign the time record before submittal to Finance for processing no later than noon on the Monday following the end of the pay period. Time records may be requested earlier in the event of a holiday. Any changes or corrections must be made within the following pay period.

**1.13 PAYROLL**

Pay Period

The payroll period is biweekly, although each week stands alone for compensation purposes. Employees will receive their paycheck on Tuesday, for the week ending the previous Sunday, for a total of twenty-six (26) pay periods per year. The official workweek extends from 12:01 a.m. on Monday through 12:00 p.m. on the following Sunday. If the payday falls on an official City holiday, employees will be paid on the preceding workday or other day designated by the City. In extenuating circumstances, the City will consider a pay advance upon approval of the employee’s Department Director and the Finance Director.

Payroll Deductions

Employee pay represents the full amount of earnings each pay period, minus the appropriate required federal deductions, such as federal withholding (income tax), social security, and Medicare taxes. The City deposits this deducted amount on a bi-weekly basis with the U.S. Treasury for credit on employee income tax calculations at the end of the year. Employees are responsible for completing a W-4 form properly and updating it when necessary. The City will provide Form W-2 showing total earnings for the year and the amount of taxes that have been withheld. Employees eligible to carry City benefits will have payments for these items deducted from their pay based on the completed benefit enrollment forms.

Questions Regarding Employee Paychecks

The City takes every precaution to avoid errors in pay. However, if an error does occur inadvertently, the employee must immediately inform his/her supervisor who will contact the Finance Department and determine whether an adjustment is appropriate. If the paycheck contains an error, an adjustment will be made on the next regular payday.

**1.14 LENGTH OF SERVICE**

The City recognizes an employee’s length of continuous service as an important advantage. Some benefits employees receive, such as vacation, are based in part on length of service. Employees who are reinstated or re-employed following separation will have a new date of service effective with the first date of work of the most recent employment. Time spent in a temporary appointment will not be credited toward length of service if a transfer to a regular position occurs. If a PT29 employee later becomes full-time, time spent in the PT29 position will be credited towards length of service for purposes of recognition only (i.e. service awards).

**1.15 LONGEVITY**

One year after an employee reaches the maximum step of his/her pay range, the employee may be entitled to receive longevity pay, subject to a satisfactory performance and attendance evaluation, in the amount of \$1,500. This will be paid in a lump-sum amount and will not increase an employee’s base salary. Employees who are receiving longevity pay and who are thereafter promoted to a higher classification will no longer be eligible for longevity pay until

one year after they reach the maximum step of their new pay range. An employee who resigns, retires, or is terminated prior to his or her anniversary date shall not be entitled to receive any portion of the longevity pay benefit. The longevity benefit will be applicable only when an in-grade salary increase is approved for all City employees.

**1.16 ANNIVERSARY DATE/RECLASSIFICATION DATE**

- A. An employee’s anniversary date is the date of initial employment or re-employment with the City. This date is used in determining eligibility for leave benefits that are related to length of service. It is also the approximate date upon which performance evaluations are normally conducted.
  
- B. If an employee is promoted or reclassified, then the effective date of the promotion or reclassification becomes the date used for his or her annual performance evaluation.

**1.17 CLASSIFICATION POLICY**

The classification plan provides a complete inventory of all positions in the City service and accurate descriptions and specification for each class of employment. Job classification is determined by the requirements of the job and factors such as duties, responsibility, skill, training, education, and working conditions. No person shall be appointed to, or employed in, a position in the classified service under a title not included in the classification plan. The applicable Pay Plans contain specific grade and steps, which are reviewed and maintained by the HR Administrator. The classification plan consists of written job descriptions for each position which contain a general description of the nature of the work and of the relative responsibility, examples of work in terms of knowledge, skills, abilities, experience, and training necessary for the position.

The City shall periodically review the classification of positions and make amendments to the classification plan, additions or revisions of existing classes, and the abolition of classes. Changes in duties and responsibilities of a position involving either the addition of new assignments or the taking away or modification of existing assignments shall be reported to the HR Administrator by the appropriate Department Director(s).

**1.18 COMPENSATION POLICY**

An in-grade salary increase may be granted after completion of a one (1) year employment period if the head of the department determines that the quality of performance is satisfactory. In the event an increase is not granted after the one (1) year employment period for reasons of unsatisfactory performance, the employee shall not be eligible for another regular in-grade increment for one (1) full year from the date the increase is finally granted. This shall be considered the employee’s new evaluation date. For purpose of granting increments, all employees shall be deemed to have achieved their anniversary dates on the actual date of the anniversary or the closest following day for which pay is received, i.e., if the anniversary date

falls on Saturday or Sunday, the pay increase will be effective on Monday.

An employee who performs the duties and responsibilities of his or her position in an outstanding manner and whose work generally is well above expectations shall be eligible to be considered for an outstanding service advancement on his or her anniversary. This shall be initiated by the employee’s supervisor and Department Director by submitting to the City Manager a statement in writing setting forth the reasons for such award for outstanding service rendered to the City. The City Manager shall review the recommendation and approve or deny it. Any non-promotional advancement approved by the City Manager shall be limited to no more than two (2) steps or a total of five percent (5%), and an employee may not receive more than one such advancement in a twelve (12) month period. Department Directors may issue up to a \$500 one-time lump sum bonus to an employee for outstanding performance.

**1.19 PERFORMANCE REVIEW**

The City Clerk’s Office will forward an employee performance evaluation form to the employee’s Department Director prior to the employee’s anniversary date. The employee’s immediate supervisor will complete the form and return it to the Department Director for review. The form will then be forwarded to the City Clerk’s Office for review, signature, and placement in the employee’s personnel file. Completed copies will be provided to the Department Director and the employee.

Employees will be evaluated by their supervisor at six months during their probationary period, annually near the time of their anniversary date, upon transfer, promotion or periodically as deemed necessary by the department head. This process consists of evaluation of job performance, personal characteristics that affect work habits, attitude, attendance and other job related functions. The employee will be given space to make comments on the evaluation. It is important for all employees to have a performance review periodically, in order to discuss work performance and to identify areas of success and improvement. Although these performance reviews are scheduled on a regular basis, employees are encouraged to privately discuss ideas, questions, or problems with their supervisor as they develop.

In the event of an unsatisfactory evaluation, an employee’s performance will be monitored by their supervisor with follow-up evaluations to take place within three (3) months. At anytime an employee receives an unsatisfactory evaluation, no pay increase will be granted (see Section 1.18 *Compensation Policy*). The Department Director, with the approval of the City Manager, may dismiss a City employee for lack of performance (see Section 1.30 *Employee Conduct and Discipline*).

**1.20 PROMOTIONS/RECLASSIFICATIONS**

The Department Director is responsible for notifying the City Clerk/Director of Administrative Services of any material changes in the description of an employee’s position that would result in a higher level of responsibility and warrant review for possible reclassification.



If promoted or reclassified to a higher position, an employee will normally receive an increase in pay, which reflects the new responsibilities. If an employee is promoted to a position classified at a higher grade, that employee's salary shall be increased to the next higher step within the new grade. The City Manager may, at his/her sole discretion, authorize a salary higher than the starting amount designated in the compensation plan. Promotions must be approved by the Department Director and the City Manager. Employees who receive a promotion shall also be subject to a six (6) month probationary period to determine his or her ability to carry out assigned tasks, efficiency, and other characteristics relative to the requirements of the new position.

**1.21 DEMOTION**

A demotion is a change in an employee's duties from one position to another for which a lower minimum and maximum rate of pay is established, and/or a lower level of responsibility. The reason for any requested demotion shall be put in writing by the Department Director and forwarded to the City Clerk/Director of Administrative Services for recommendation and approval of the City Manager before such demotion is put into effect. If an employee is demoted to a lower grade and the present rate of pay is above the maximum rate established for the lower grade, the rate of pay shall be adjusted to the maximum rate of the lower grade. If the demotion is for disciplinary reasons, the employee's rate of pay shall be reduced at least one step. In addition, the employee shall be placed on probationary status and be subject to any applicable reviews and procedures (see Section 1.7 *Probation*).

**1.22 TRANSFERS**

Transfers may be voluntary or involuntary. Temporary or regular transfers to positions in the same or lower pay grade are not accompanied by an increase in pay. The City reserves the right to transfer employees to positions or locations necessary to accomplish the objectives of the City. If the rate of pay in the former class is higher than the maximum rate established for the new class, the pay shall be reduced to the maximum rate or an intermediate step of the new grade. If the Department Director, in concurrence with the City Manager, believes that it is in the best interests of the City, and the transfer is not for disciplinary reasons, the City Manager may determine that the employee's rate remain unchanged.

**1.23 RESIGNATION**

To resign in good standing, employees shall provide two (2) weeks written notice of resignation, including the reason for leaving and effective date, to their Department Director. If extenuating circumstances exist, the City Clerk/Director of Administrative Services may agree to permit a shorter period of notice. The Department Director will forward such resignation with the Personnel Action Form to the City Clerk's Office. An employee may not utilize accrued vacation time to extend a resignation date. The City reserves the sole rights to determine eligibility for re-hire.

**1.24 LAYOFF/SEVERANCE PAY POLICY**

The City Manager may layoff regular employee(s) when it is deemed necessary by reason of shortage of workload or funds, the abolition of the position, material changes with the department's organization or for other related reasons, which are outside the employee's control and which do not reflect discredit upon the services of the employee. The City Manager shall notify the City Commission of this action at the first appropriate opportunity. Layoffs are not subject to appeal.

No regular employee shall be laid off while another person is employed on a probationary basis in the same class in that department. If there is more than one employee in the same class, the layoff of a regular employee shall be made first on the basis of employee evaluation rating (including attendance) in the class and department. In a department and class where there is more than one employee and if performance evaluations are equal, the layoff determination shall revert to the inverse order of length of service. The City shall provide regular employees at least ten (10) working days notice of such layoff. In addition to accrued vacation pay and sick leave, if applicable, all employees laid off by the City in good standing are eligible to receive one (1) week's (five working days) severance pay, provided they have completed at least one year of continuous service with the City. This benefit of severance pay will be revoked by the City Manager if an employee who is being laid off leaves the service before the required effective date of his or her severance. No employee who is terminated for disciplinary reasons by the City shall receive severance pay; neither is an employee who resigns eligible for severance pay. An employee whose employment is terminated due to outsourcing, and who continues employment with the outsourcing entity, shall not be eligible for severance pay.

**1.25 EXIT INTERVIEWS**

Upon separation from the City, the employee's Department Director may conduct a preliminary exit interview and shall accept all City property previously assigned to the employee. The City Clerk's Office may conduct a final exit interview to provide necessary termination documentation, continuing benefit information and receive any final payout due. The final interview may be used as a tool to determine problem areas and improve working conditions and will be reported back to the applicable Department Director.

**1.26 EMPLOYEE RECORDS**

Employees have the right, upon written request, to examine and copy any and all material contained in their own employee file. The City Clerk's Office maintains employee records pursuant to Florida Statutes Chapter 119.07 Inspection, Examination, and Duplication of Records. Copy charges may apply. Department Directors and supervisors may only have access to personnel file information on a need-to-know basis. Personnel files may not be taken outside of the department. Employees are not permitted to remove any documents from the

personnel file. Personnel file access by current employees and former employees upon request will generally be permitted within three working days of the request.

**1.27 ETHICAL STANDARDS**

In general, public employees are to serve all persons fairly and equitably without regard to their personal or financial benefit. The credibility of Cooper City’s government hinges on the proper discharge of duties in the public interest. Public employees must ensure that the independence of their judgment and actions is preserved without any consideration for personal gain. The following specific ethical standards shall guide public employees:

*Incompatible Offices.* A public employee shall not hold incompatible offices or engage in any regular outside employment unless and until such employee has completed the Outside Employment Form.

*Use of Confidential Information.* Public employees shall not disclose to others, or use to further their personal interest, confidential information, as defined by Florida Statutes, acquired by them in the course of their official duties.

*Solicitation or Receipt of Anything of Value.* A public employee shall not solicit or receive anything of value from any person or association, directly or indirectly, in consideration of some action to be taken or not to be taken in the performance of the public employee’s duties. Incidental items provided to public employees in the due course of business while attending conferences, seminars and training sessions shall be exempt from this provision. Unless approved by the City Manager, solicitation, blogging, or distribution of literature by employees on City property during working time, which in any way interferes with housekeeping, work production or service to citizens, is prohibited.

*Holding Investments.* No public employee shall hold any investment that might compromise the performance of his/her duties without disclosure of said investment and self-disqualification from any particular action that might be compromised by such investment, except as may be permitted by statute.

*Representation of Others.* City employees shall not represent persons or associations in dealings with the City.

*Financial Interest.* Where a public employee has a financial interest in any matter being considered by the public employee, such interest (if known to the public employee) must be disclosed to the City Manager, and the public employee shall be disqualified from further participation in the matter.

*City Property.* No public employee shall use City-owned property such as vehicles, equipment, or supplies for personal convenience or profit except when such property is available to the public generally, or where such property is provided by specific City policy in the conduct of official City business. The City reserves the right to search any City-owned property, including

but not limited to vehicles and desks. Employees are responsible for all City equipment in their care, custody, and control. All City property assigned to an employee must be returned upon separation of employment or transfer of duty. Damage to City property caused by actions not contained in the employee's job description or due to negligence on behalf of the employee may result in disciplinary action.

*Special Consideration.* No public employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

*Authority.* No public employee shall exceed his/her authority, or breach the law, or ask others to do so.

*Public Funds.* No public employee shall use City public funds, personnel, equipment, or facilities for private gain or political campaign activities, unless such equipment and facilities are available to the public.

*Use of Logo or Other City Symbols.* Use of the City's logo or any other symbol for non-official City business without approval of the City Manager is prohibited.

*Expenses.* Public employees shall provide complete documentation to support requests for expense reimbursement. Expense reimbursements shall be made in accordance with City policy.

*Donations.* No public employee shall take any action that will benefit any person or entity because of a donation of anything of value to the City by such a person or entity.

*Official Action.* No public employee shall take an official action that will benefit any person or entity where such public employee would not otherwise have taken such action but for the public official's family relationship, friendship, or business relationship with such person or entity.

*Compliance with Laws.* Public employees shall comply with all local ordinances and state and Federal laws, including but not limited to the laws governing the functioning of municipalities, their elected and appointed officials, and employees.

*Acceptance of Gifts.* Public employees must comply with any established ethics ordinance.

*Knowledge of Violations.* Public employees shall disclose any possible violations of the City's ethics policy to the City Manager.

*Public Interest.* Public employees shall act with the best interests of the City of Cooper City in mind.

*Bribery.* Public employees may not, either directly or indirectly, attempt to influence the City Manager or City Commission in any way with money, services, or other remuneration.

*Personnel Actions.* No employee shall make any false statement, certification or recommendation of any appointment under any provision of these policies, or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies, with regards to employment, promotion or transfer.

*Political Activities.* The political activities of any employee shall be in accord with and regulated by Florida Statute 104.31 as it may be amended from time to time. No City employee shall participate in any political activity including the solicitation of contributions or votes during working hours. At no time will an employee display in their work area any type of literature or signage that might be construed to support a particular candidate. Violation of this policy may subject the employee to disciplinary action.

*Complaints Against Public Employees:* Allegations made against public employees shall be handled by the City Manager. The City Manager will oversee the review and investigation of the allegations, and will determine the appropriate responsive action.

**1.28 DRESS CODE, UNIFORMS, AND APPEARANCE**

Employees must dress in an appropriate manner. Employees who are not required to wear uniforms are expected to wear appropriate business attire, to dress neatly and to exercise common sense in selecting clothing and footwear appropriate for a business environment. Hair should be neatly groomed and worn in a businesslike style. Inappropriate attire for work includes tank tops (unless worn under a jacket or sweater); any style top which has a revealing neckline; mesh shirts; cutoff shirts; midriff tops; halter-tops; shirts with potentially offensive words, terms, logos, advertising, pictures, cartoons, or slogans; flip flops; sweat pants; jogging suits; ripped jeans. City employees shall not consume alcoholic beverages while on duty, inclusive of mealtime, nor on off-duty hours while in uniform.

The City reserves the right to determine whether an employee is dressed in an acceptable manner. ***Department Directors have the final say on what is appropriate attire based on individual department functionality.*** If the Department Director decides that an employee's dress is inappropriate for business, the employee may be required to return home and change.

The City provides uniforms and/or special clothing to certain employees based on department operational needs. This can include uniforms, clothing, footwear and accessories. When these items are provided, it is required that they be worn throughout the entire scheduled work day as both a matter of appearance and safety. The initial issue of uniforms, clothing and footwear, as well as the replacement of these items due to normal wear or irreparable damage resulting from the performance of official duties, may be furnished to City employees whose jobs require specific identity, or based on operational needs, subject to prior approval of the City Manager.

Other apparel may be provided for employees working in special areas as required on an occasional or as-needed basis. Protective personal equipment may be furnished to employees who perform duties with special hazards. Employees whose jobs require safety shoes/boots shall receive an allowance of \$150 per year for the purchase of a safety toe shoe (or as otherwise dictated by ASTM standards and safety rules) which meets prior approval of the Department Director. Employees must at all times wear said safety shoes on the job or face disciplinary action.

The City may offer each office personnel one (1) City shirt per year; Elected Officials, City Manager, Department Directors, Building Inspectors, and Arborist five (5) City shirts per year, which shall be considered a taxable fringe benefit.

Employees, other than those listed above, may be provided shirts/uniform service as follows:

**Public Works Department:**

- Maintenance Personnel: Uniform rental service, which is non-taxable; three (3) purchased t-shirts, which are optional and taxable
- Park attendants: Uniform shirt rental service

**Utility Department:**

- Maintenance Personnel: Uniform rental service, which is non-taxable; three (3) purchased t-shirts, which are optional and taxable

**Recreation Department:**

- Maintenance Staff: Up to five (5) shirts each per year, which are taxable
- PT29 Staff: Up to three (3) shirts each per year, which are taxable; (Exception: Camp and Event Staff shirts, which are considered required and not taxable)
- Lifeguard/WSI Instructor: One (1) bathing suit per year, which is taxable

All uniforms and clothing shall be returned to the applicable department when the employee separates from employment or moves to a position that does not require such items.

**1.29 CRIMINAL CHARGES**

Any employee in the City service who has been arrested (on or off duty), indicted or who has been charged by information in any State or Federal court must report such arrest, indictment or charge as soon as possible (i.e., no later than the next working day, whether or not the employee actually reports to work that next working day) to the employee's Department Director. Failure to promptly report such information will be grounds for disciplinary action, up to and including termination.

The City Manager may immediately, in his/her sole and exclusive discretion, suspend without pay any employee in the City service who has been arrested and charged with a felony or other

serious crime, indicted or informed against in a State or Federal court. The affected employee may be suspended upon receipt of verification (from the employee or any other reliable source, such as but not limited to a Court or law enforcement agency) of that arrest, indictment or information. An employee who is suspended without pay pursuant to this section shall be afforded an opportunity to meet with the City Manager, or his/her designee, to discuss the circumstances of the arrest, indictment or information. The purpose of the meeting is to allow the employee to tell his/her side of the story so that the City Manager may, in his/her sole and exclusive discretion, determine the appropriate course of action, which may include, but is not limited to: continuing the suspension without pay; converting the suspension to one with pay pending further inquiry; reinstating the employee with back pay; and/or any other administrative/disciplinary action.

Notwithstanding any limitations on the length of suspension set forth elsewhere in the City's Personnel Policies, suspensions under this Section may continue indefinitely through the resolution of the criminal proceedings related to the arrest, indictment or information, or until such time as an administrative determination is rendered. Any extensions of time or continuances of any administrative proceedings (including the preliminary meeting with the City Manager) related to a suspension without pay that is attributable to, or caused by, the employee shall be deemed a waiver of any claim for back pay or other benefits lost as a result of that extension of time or continuance.

An acquittal or dismissal of the criminal charges related to the arrest, indictment or information (if any such action occurs prior to the conclusion of any administrative action or inquiry) shall not automatically entitle the employee to reinstatement or any other relief. Instead, upon the conclusion of the criminal proceedings, the City may conduct (i.e. commence or continue as appropriate) an administrative investigation or inquiry and, if appropriate, impose disciplinary action up to and including termination, as determined by the City Manager in his/her sole and exclusive discretion. The resolution of the criminal charges may be used as a factor in any administrative determination. For purposes of this rule, the fact that adjudication is withheld or any criminal proceeding which terminates upon the employee's plea of nolo contendere shall not prevent the City from conducting its own administrative investigation and taking appropriate disciplinary action.

**1.30 EMPLOYEE CONDUCT AND DISCIPLINE**

Employees of the City are considered to be members of a team working together to achieve one common goal, which is to serve the citizens of Cooper City by enhancing the quality of life in the City in the most effective and efficient manner possible. Employees who fail to follow necessary policies, procedures, rules and directives or fail to exhibit proper employee conduct not only penalize themselves, but they render a disservice to the rest of the team and to the City. All employees serve at the will and pleasure of the City and, accordingly, may be dismissed for any reason deemed appropriate by the City.

Discipline

If any employee engages in activity detrimental to the best interests of the City of Cooper City, its citizens, supervisors or co-workers, then that employee will receive appropriate discipline. The City reserves the right to make all disciplinary decisions. Employees may receive progressive discipline including oral reprimand, written reprimand, demotion, suspension or discharge based on the type, frequency, and severity of the offense. Progressive discipline may not be appropriate for more serious offenses. A Department Director, with the prior approval of the City Manager, may dismiss a City employee. Whenever employee performance, attitude, work habits, or personal conduct at any time falls below a desirable level, supervisors shall inform employees promptly and specifically of such lapse and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. The City of Cooper City employs a system of progressive discipline. In some instances, a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.

Disciplinary actions may take the form of:

- A. Verbal: An appointment will be made with the employee to discuss unsatisfactory performance and to set reasonable goals and timetables for improvement.
- B. Written Reprimand: In situations where a verbal warning has not resulted in the expected improvement, or where more severe initial action is warranted, a written reprimand may be sent to the employee, and a copy shall be placed in the employee's department file and the employee's personnel folder. A time limit for correction of unsatisfactory behavior may be set forth in the written reprimand.
- C. Suspension/Demotion or Discharge: An employee who is being considered for suspension, demotion or discharge shall be given a written statement of the specification or charge prepared by the Department Director or City Clerk/Director of Administrative Services and approved by the City Manager. An employee may be suspended without pay by the Department Director and/or City Manager for disciplinary action, or other justifiable reasons when alternate personnel actions are not appropriate. Suspension shall be of a specific duration and without pay. An employee may be demoted to a position of lower grade by the City Manager or designee when alternate personnel actions are not appropriate. An employee may be dismissed by the Department Director with the approval of the City Manager when alternate personnel actions or other disciplinary actions are not appropriate. A written statement of the reasons shall be submitted to the employee affected.

Employee Conduct

There are two (2) groups of example offenses for which employees may be disciplined. Nothing contained herein shall be construed to limit disciplinary action to these sample offenses. Each violation shall be evaluated upon its individual merits and a particular violation may be so severe as to warrant more serious discipline than is illustrated below:



Group One Offenses

1st Occurrence – verbal or written reprimand

2nd Occurrence – up to ten (10) days suspension without pay

3rd Occurrence – up to and including termination

1. Taking more than specified time for meals or breaks.
2. Being late or absent without proper notice, authorized leave or excuse. Employees are expected to report to work on time, on a regular basis. Unnecessary absenteeism and tardiness is expensive, disruptive and places an unfair burden on other employees and supervisors. If the absence is unauthorized and for more than two consecutive workdays, the employee will have been deemed to have abandoned the job and resigned from City employment.
3. Leaving the job or the regular working area during working hours for any reason outside of the employee's job duties without authorization from the supervisor.
4. Chronic tardiness. Tardiness is defined as arriving late for work or returning late from breaks/meals, or early departure from work.
5. Making or publishing of any false, vicious, inappropriate or malicious statements or gestures to or concerning any employee, vendor or citizen.
6. Soliciting or collecting contributions for any purpose on City premises during working hours unless approved by the City Manager.
7. Soliciting signatures for petitions while on City premises during working hours without approval by the City Manager.
8. Conflict of interest other than specifically listed in these rules and regulations.
9. Receipt of any gift in the course of work when such gift is solicited or given in the hope or expectation of receiving a favor.
10. Removal of another employee's property or City property without permission.
11. Failure to timely report any accident or claim.
12. Violating a safety rule or safety practice.
13. Reporting to work or working while unfit for duty either medically, mentally or physically.
14. Mistakes due to carelessness.
15. Improper use of City computers regarding e-mail and internet usage.
16. Inefficiency, unsatisfactory performance, or lack of application or effort on the job.
17. Failure to report the loss of City equipment or other City property entrusted in the employee's custody.
18. Losing or causing damage to City property or property of an employee by actions not contained in the employee's job description.
19. Failure to keep the City and department notified of the employee's current proper address and telephone number.
20. Violation of published City or departmental policies, rules, standards, orders, operating procedures or regulations.
21. Abuse of leave privileges.
22. Sleeping during work hours.
23. Engaging in unprofessional behavior, such as horseplay, scuffling, wrestling, distracting the

attention of others, demonstrations on the job, obscene language or gestures, or loud or abusive behavior.

- 24. Any activity detrimental to the City.
- 25. Being verbally abusive to any employee, supervisor or citizen.
- 26. Exhibiting conduct unbecoming a City supervisor or employee.
- 27. Creating or condoning a work environment that is not conducive to the operational aspects or goals and objectives of the City.

Group Two Offenses

1st Occurrence – up to and including termination

- 1. Misrepresentation of any facts in seeking employment.
- 2. Falsification of personal or City records, accident reports, work records, purchase orders, time sheets or any other report, record or application.
- 3. Making false claims or misrepresentations to obtain any sick or accident benefits, workers compensation or unemployment payments.
- 4. Making, posting or publishing of any threatening or intimidating statements, photographs/pictures, or gestures to or concerning any employee, vendor or citizen, or creating or condoning a hostile work environment.
- 5. Failure to return at the end of an authorized leave of absence.
- 6. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City.
- 7. Improper racial or sexual comments, harassment or acts directed to any City employee or the general public.
- 8. Unauthorized use of the City’s tax-exempt number for any reason.
- 9. Communicating or imparting confidential information either in writing or verbally to any unauthorized person.
- 10. Loss of or failure to maintain a current license or certification required by the City, State or other governmental entity to perform the job for which the employee is assigned.
- 11. Deliberately or negligently misusing, destroying, damaging City property or property of an employee.
- 12. Theft of any amount of money or property from the City, co-workers, citizens or visitors.
- 13. Gambling, lottery or engaging in any other game of chance at City work locations at any time. (This does not include benevolent fund-raising efforts as approved by the City Manager).
- 14. Insubordination or refusal to perform work assigned or to comply with written or verbal instructions of the supervisor or management.
- 15. Conviction of criminal offense, including felony or misdemeanor. As used herein, the term "convicted" means a plea of guilty, a plea of nolo contendere, or a finding of guilty (regardless of whether adjudication is withheld) by any judicial body charged with the responsibility to determine violations of federal, Florida or any other state statute or law.
- 16. Committing actions that affect the safety of equipment or personnel.
- 17. Creating unsafe working conditions.
- 18. Being under the influence of or being in possession of any alcohol or illegal drugs while on

duty.

19. Refusal to take a drug or alcohol test when required to do so by the City.
20. Unauthorized possession of fireworks or explosives on City property.
21. Possession of firearms or weapons on City property without management authorization or except as required by job description.<sup>1</sup>
22. Disorderly, immoral or indecent conduct causing any negative reflection on the City.
23. Participating in or initiating physical altercations.
24. Throwing objects, malicious mischief or similar types of disorderly conduct.
25. Provoking or instigating a fight or fighting at any time on City property or on City time.

The lists above do not include all of the reasons for which an employee may be subject to disciplinary action, but as stated earlier, is intended to provide examples of inappropriate conduct.

### **1.31 MANUAL RULES APPEALS**

In the event an employee believes that the rules contained in this Manual have been misapplied, he/she must utilize the following procedure. Failure of the grieving employee to strictly follow the time limits will automatically result in a final and binding denial of the grievance. If the City does not follow the time limits, the appropriate City official will be deemed to have denied the grievance and it may proceed to the next step.

*Step 1:* The aggrieved employee shall present any grievance orally to his or her immediate supervisor. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. The immediate supervisor shall consult with the Department Director, reach a decision, and communicate that decision orally to the aggrieved employee within three (3) working days from the date the grievance was presented to him or her. Supervisors are not empowered to make policy decisions. If the grievance is not resolved at this step, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing within five (5) working of the date of the supervisor's response.

*Step 2:* If the grievance is not resolved in Step 1, the employee shall reduce the grievance to writing, sign it, and present it to the Department Director. The Department Director shall confer with the immediate supervisor and the employee and shall attempt to obtain the facts concerning the alleged grievance, and shall conduct a meeting concerning the grievance within five (5) working days of receipt of the written grievance. The Department Director shall notify the aggrieved employee of his or her decision no later than five (5) working days after the meeting.

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<sup>1 1</sup> Fla. Stat. §790.25(5) authorizes people 18 years of age or older to possess a concealed firearm or other weapon in a private conveyance for self defense purposes if the weapon is securely encased or not readily accessible for immediate use.

*Step 3:* If the grievance has not been satisfactorily resolved in Step 2, the employee may forward the grievance to the City Manager within three (3) working days of receipt of the Department Director's decision. The City Manager shall meet with the aggrieved employee within ten (10) working days after receipt of the grievance unless an alternate time period is mutually agreed upon in writing. The employee shall have the right to respond to the charge(s) made against him/her both in writing to, and orally before, the City Manager. The employee may call witnesses in support of his/her case. The City Manager shall render a final written decision within ten (10) calendar days after the hearing, unless this period is extended by mutual agreement in writing. The final written decision shall advise the employee of the action which is to be taken by the City. The City Manager's decision is final and cannot be further grieved or appealed.

**1.32 APPEALS**

The following procedure shall apply only in cases involving suspension without pay, reduction in pay, reduction in rank/demotion, or discharge, except that said procedure will not be available to probationary employees. No other disciplinary actions may be grieved.

- A. The employee shall receive written notification of the proposed disciplinary action, together with sufficient facts and reasons therefore, as will enable the employee to make an explanation and/or present a defense to the proposed discipline. An employee who contests the proposed disciplinary action in accordance with the below procedure shall be considered in pay status until such time as the City Manager renders his written decision. However, nothing herein shall preclude the City from imposing immediate disciplinary action, without advance notice, where it is believed by the person taking disciplinary action that giving such notice would result in damage to property of the City, would be detrimental to the interest of the City, or would result in injury to the employee, a fellow employee, or the general public. In such circumstances, the employee, although not in pay status, will be given reasons for the disciplinary action after it takes effect and thereafter will be entitled to utilize the hearing procedures set forth in the following paragraphs.
  
- B. If an employee desires to contest the disciplinary action proposed by the City Manager, he/she must, within five (5) working days of receipt of notice of the proposed disciplinary action, file a request for a hearing before the City Manager or his designee, together with a brief statement outlining the reasons for the request. If the employee does not make a timely request for a hearing, he/she will be conclusively presumed to have concurred in the proposed disciplinary action and such action will become final.
  
- C. A hearing will be scheduled by the City Manager or his/her designee not less than ten (10) working days from the date of receipt of the hearing request. The hearing will be informal and will be conducted as follows:

1. The City Manager or his/her designee will orally inform the employee of the proposed disciplinary action and provide the employee with the opportunity to present any evidence he/she believes will mitigate, negate or otherwise explain the conduct for which discipline has been recommended.
2. The employee may be accompanied by a representative of his/her choice. The employee shall have the right to respond to the charge(s) made against him/her both in writing to, and orally before, the City Manager. The employee may call witnesses in support of his/her case.
3. The City Manager shall render a final written decision within ten (10) working days after the hearing. The decision shall advise the employee of the disciplinary action which is to be taken by the City. The City Manager's decision is final and cannot be further grieved or appealed.

### **1.33 POLICY AGAINST HARASSMENT**

The City of Cooper City is committed to providing a work environment that is free from discrimination. In keeping with this commitment, the City maintains a strict policy prohibiting any kind of unlawful harassment or discrimination, including but not limited to, racial, sexual, ethnic, disability, age or religious harassment. This policy prohibits harassment in any form, such as verbal, physical and visual.

The definition of sexual harassment includes: (1) quid pro quo sexual harassment; and (2) hostile work environment sexual harassment. Quid pro quo sexual harassment occurs when an employee's compensation, terms, conditions, or privileges of employment are affected based on the employee's acceptance or rejection of sexual overtures. Hostile work environment sexual harassment occurs when an employer's conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive working environment. Words or actions are considered unlawful sexual harassment if, among other things, they are sexual in nature and unwelcome. Examples of sexually harassing conduct include, but are not limited to, the following: (1) unwelcome sexual flirtations, advances, touching or propositions; (2) verbal abuse of a sexual nature; (3) offensive comments of a sexual nature; (4) sexually degrading words, gestures or images; and (5) the display in the workplace of sexually suggestive objects or pictures.

Examples of other types of harassment include but are not limited to: (1) nicknames pertaining to any ethnic, religious, or age characteristics or stereotypes; (2) racial, ethnic, age or religious jokes; (3) overtly or covertly distributed materials, signs, magazines, or bulletin board notices that are found offensive; and (4) use of any racial slurs.

Any employee who believes they have been harassed by a co-worker, manager or agent of the City should promptly report the facts of the incident or incidents and the names of the individuals involved to their supervisor and the City Clerk/Director of Administrative Services.

Employees who know or who become aware of potential harassment should report all complaints of harassment to their supervisor who will report to the Department Director and the City Clerk/Director of Administrative Services, to ensure that they are resolved promptly and effectively. The City will investigate all complaints and advise the interested parties of the conclusions.

The City will conduct all actions to resolve complaints of harassment through internal investigations as confidentially as possible and practical. Any manager or other employee who is found, after appropriate investigation, to have engaged in harassment of another employee will be subject to disciplinary action, up to and including termination. Employees who utilize the complaint procedure outlined in this policy will not be retaliated against and will not have their employment adversely affected by making such a complaint.

**1.34 WORKPLACE VIOLENCE--ZERO TOLERANCE POLICY**

The City has adopted a Zero Tolerance Policy for workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the City or that occur on City property will not be tolerated.

Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City or to create a hostile, abusive, or intimidating work environment for City employees. Examples of workplace violence include, but are not limited to, the following: (1) all threats or acts of violence occurring on City premises, regardless of the relationship between the City and the parties involved in the incident; (2) all threats or acts of violence occurring off the City's premises involving someone who is acting in the capacity of a representative of the City; (3) all threats or acts of violence occurring off the City's premises involving a City employee if the threats or acts affect the legitimate interests of the City; and/or (4) any acts or threats resulting in the conviction of an employee or agent of the City, or of an individual performing services for the City on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the City.

Specific examples of conduct which may be considered threats or acts of violence, include but are not limited to, the following: (1) hitting or shoving an individual; (2) threatening an individual or his/her family, friends, associates, or property with harm; (3) the intentional destruction or threat of destruction of City property; (4) harassing or threatening phone calls, e-mail or mail to an employee's home or work place; (5) harassing surveillance or stalking; (6) the suggestion or intimation that violence is appropriate; and/or (7) unauthorized possession or inappropriate use of firearms or weapons.

The City's prohibition against threats, harassment and acts of violence applies to all persons involved in the City's operation, including but not limited to City employees, contract and temporary workers and anyone else on the City's property. Violations of this policy by any individual on City property, by any individual acting as a representative of the City while off City

property, or by any individual whose actions off City property affect City business interests, will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Every employee and every person on City property is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to their supervisor and the City Clerk/Director of Administrative Services. Nothing in this policy alters any other reporting obligation established in City policies or in state, federal, or other applicable law.

**1.35 WEAPONS AT WORK**

To ensure that Cooper City maintains a workplace safe and free of violence for all employees, the use of perilous weapons on City property is prohibited. Further, employees are prohibited from possessing perilous weapons on City property, except as authorized under Florida law<sup>2</sup> and as required to fulfill job duties. Perilous weapons include, but are not limited to, firearms, explosives, and knives. The term “possession” is defined to mean in lockers or toolboxes, in an employee’s personal possession, or anywhere else on City property, unless such possession is authorized under Florida law. Employees who violate this policy will be subject to disciplinary action up to and including immediate dismissal.

**1.36 STAFF SEARCH AND SECURITY POLICY**

The City reserves the right to conduct an investigation of missing property or other suspected rule or policy violations.

**1.37 DRUG FREE WORKPLACE POLICY**

The City of Cooper City is committed to maintaining a safe, productive work environment at all City facilities and work sites and safeguarding City property. In addition to the harmful effects of illegal drugs, the abuse of alcohol and/or illegal drugs can undermine employee productivity, and the quality of the City’s standard of service to the community. Therefore, the City has established this drug free workplace policy which applies to all employees and applicants for employment in order to provide a safe workplace and promote high standards of employee health by establishing and maintaining a work environment free from the effects of illegal drug or alcohol use.

The manufacturing, distribution, dispensing or possession and/or use of alcohol or illegal drugs on City property or during assigned work hours is prohibited and will be subject to discipline up to and including termination.

Employees who report to work under the influence of alcohol or illegal drugs or employees who

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<sup>2</sup> Fla. Stat. §790.25(5) authorizes people 18 years of age or older to possess a concealed firearm or other weapon in a private conveyance for self defense purposes if the weapon is securely encased or not readily accessible for immediate use.

operate City machinery or vehicles while under the influence of these substances will be subject to discipline up to and including termination. An impaired employee shall not be allowed to drive. Due to the seriousness of the consequences and safety implications of being found under the influence of alcohol while on duty, anyone assigned to be on-call should avoid consumption of any such substances for the designated on-call period.

Prescription drugs prescribed by the employee's physician may be taken during working hours. The employee shall notify the supervisor if the use of properly prescribed drugs will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

Supervisors have the right to counsel with an employee whenever they see changes in performance that suggest an employee problem. The supervisor may suggest that the employee voluntarily seek help from an assistance program or decide that the severity of the observed problem is such that a formal referral to a treatment facility should be made. All employees are encouraged to have the responsibility to make certain that they themselves and co-workers are performing properly. An employee who suspects a problem with a co-worker relative to the abuse of drugs or alcohol should contact their supervisor.

**DRUG TESTING**

The City reserves the right to require drug and/or alcohol testing of employees under the following circumstances:

Applicants/New Hires

Any applicant who is offered employment with the City shall, as a condition of employment, submit to testing for the presence of drugs and alcohol. Applicants who refuse to take a drug test when requested will not be considered for employment with the City. Seasonal employees who are returning after a separation of one year or longer shall also be required to undergo drug testing.

Reasonable Suspicion

If a supervisor has reasonable suspicion that an employee is under the influence of alcohol or illegal drugs while at work, the City may require the employee to undergo drug and/or alcohol testing. Reasonable suspicion may be observed behavior or reported by a reliable and credible source or can be independently corroborated.

Post Accident or Injury

Employees who are involved in a job-related vehicular or driven equipment accident or incident which results or might have resulted in bodily injury which requires medical attention beyond simple first aid or property loss or damage.

Random Testing

Random and/or scheduled periodic testing may be performed on employees' involved in safety-sensitive positions to the extent allowed by law. This includes employees who drive city vehicles, operate heavy equipment, and employees subject to testing by the Florida



Department of Transportation.

Fitness for Duty

All employees who are subject to a routine fitness for duty examination may be required to take a drug and alcohol test as part of their medical examination.

Follow-Up

All employees who have been enrolled in a rehabilitation program for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly, semiannual or annual basis (as determined by the City), for two years after return to work.

Testing Procedures

The testing will be conducted by a method of the City's choosing, at a testing facility selected by the City.

Refusal of Testing

Employees who refuse to take a drug test when requested will be subject to discipline, up to and including termination. An employee who refuses to submit to a drug test will forfeit his eligibility for all Workers' Compensation medical and indemnity benefits.

Confirmed test

The City may institute disciplinary action, up to and including termination, for any employee who has a positive confirmed drug test.

Confidentiality

Confidentiality of records concerning drug testing will be maintained except to the extent necessary to comply with this policy. All information, reports, memos and drug test reports, written or otherwise, received by the City through the drug testing program will be kept confidential as provided by law. Employees and job applicants may confidentially report the use of prescription or non-prescriptions medication both before and after having a drug test.

**1.38 DISABILITIES AND MEDICAL CONDITIONS IN THE WORKPLACE**

It is the policy of the City to provide a safe and healthy work environment for all employees and the public that is served, and to make reasonable accommodation to the work needs of applicants and employees who have a known physical or mental disability, as long as this does not create an undue hardship on the City or threaten the safety and/or health of the employee and others at work.

All employees of the City, at any time during their period of employment, may be required by the Department Director to undergo psychological or medical examinations, in order to determine if they are mentally and physically fit for the position in which they are employed. All psychological or medical examinations requested by the City shall be at no expense to the

employee. Refusal to submit to such examinations is grounds for immediate termination.

When an employee of the City is reported by the examining physician or psychologist to be physically or mentally unfit to perform work in the position in which he/she is employed, such employee may, within five (5) calendar days from the date of notification of such determination by the examining physician, indicate in writing to the Department Director their intention to submit the question of their physical or mental unfitness to a physician or psychologist of his/her own choice. If there is a difference of opinion between the original examining professional and the professional chosen by the employee, then the City Manager may, in his/her sole and exclusive discretion, designate a third professional to examine the employee. The City Manager is not bound by any such opinions, however, and may take any action he/she deems appropriate. The City shall bear the expense of reasonable direct costs of the examinations and shall provide the employee with reasonable time off to meet these appointments. The City shall be responsible for the reasonable and necessary overnight travel and expense cost related to these appointments if approved in advance by the City Manager.

If an employee contracts a disease or develops a physical or mental disability which limits their ability to successfully perform the job duties, which is communicable to others, or which threatens the health or safety of others at work, the employee may be placed on a leave of absence, based on the advice of a physician. Before being allowed to return to work, the employee must provide the City with a written physician's statement, indicating that they are able to perform their job duties satisfactorily, with or without accommodation, and does not pose a threat to the health and/or safety of others at work. This information shall be placed in the employee's confidential file in the City Clerk's Office.

If an employee contracts a non-communicable disease or disability, they will be allowed to continue to work as long as the employee is physically and mentally able. The City will make reasonable accommodation to the employee's work needs, as long as this does not create an undue hardship for the City or threaten the health and/or safety of others at work. The City will require a written physician's statement verifying the status of the disease or disability. Management reserves the right to make all work-related decisions based on the best interests of the City and its citizens.

**1.39 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The City of Cooper City adheres to the benefits provided to all eligible employees under the Family and Medical Leave Act of 1993 (FMLA). This section contains highlights of the provisions. Eligible employees may be able to take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons. For additional information, employees should contact the City Clerk's Office.

Employee Eligibility

An employee who has been employed with the City for at least twelve (12) months, and has worked at least 1,250 hours within the past twelve month period may, upon the approval of the

City Manager, be granted a leave of absence in accordance with the Family and Medical Leave Act of 1993 (which shall control any questions concerning this section). An eligible employee may be granted up to twelve (12) weeks leave during any rolling twelve (12) month period for a personal serious health condition, birth or adoption or foster placement of a child, or to care for a child, spouse or parent with a serious health condition. An eligible husband and wife who both work for the City will be limited to a combined total of 12 workweeks of FMLA leave during any rolling twelve (12) month period for the birth of a son or daughter, the placement of a child with them for adoption or foster care, or if they are needed to care for a parent with a serious health condition.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember, as defined in 29 U.S.C. §2611, is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember. An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks during any single twelve (12) month period.

When leave is foreseeable, the employee shall provide written notice to the Department Director and City Manager, not less than thirty (30) days before the date leave is to begin. If thirty (30) days' notice is not possible, notice must be given as soon as practicable before leave is to begin. Leave may be denied or delayed if an employee fails to give timely notice. Leave may be designated as FMLA leave retroactively only if the employee is not harmed as a result of that designation or if the City and the employee both mutually agree that the leave taken was FMLA leave.

When leave is medically necessary, an employee may take said leave in a rolling 12-month period intermittently or use the leave to affect a reduced workweek. When leave is requested to care for a newborn or newly adopted or placement of a foster child, an employee may take leave intermittently or on a reduced leave schedule only if approved by the City Manager. Intermittent leave or reduced schedule leave may result in the employee being temporarily transferred to an equivalent available position for which the employee is qualified. An employee taking family or medical leave will be able to return to the same or equivalent position with the same benefits he/she would have received had no leave been taken.

The City may require an employee taking leave for serious health reasons to provide a health care provider's certification that leave is medically necessary. The City may require periodic status reports from employees on unpaid leave regarding the continued need for leave and the employee's intent to return to work. The City may require employees to provide medical certification of their fitness to return to work after medical leave for serious personal health problems. Employees may be denied leave or reinstatement after leave until the City receives proper medical certification.

An employee shall exhaust any applicable accrued leave as part of the approved family or medical leave prior to taking any leave without pay. Employees may use accrued sick leave when leave is requested to care for a newborn or newly adopted or placement of a foster child.

As in all other types of absence without pay, sick leave and vacation leave shall not accumulate during family and medical leave of absence without pay.

During family and medical leave, an employee shall be entitled to receive the same group health benefits he/she would have received had no leave been taken. Employees on unpaid leave must continue to pay the same portion of their group health plan premium as if no leave had been taken. Payments by employees shall be made by the fifteenth (15th) of the month for the following month or as mutually agreed upon prior to the commencement of leave. If an employee fails to return to work from leave granted under this provision, the City may recover any premiums paid to maintain group health insurance for the employee during the period of leave without pay.

The City shall consider leave for employees not meeting the criteria for FMLA leave on a case by case basis, as recommended by the City Clerk/Director of Administrative Services and approved by the City Manager.

Job Restoration Following Leave

Employees returning from FMLA leave are normally entitled to be restored to their original job or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. In addition, use of FMLA leave will not result in the loss of any employment benefit the employee earned or was entitled to before using FMLA leave.

Outside Employment

Outside employment during FMLA leave is prohibited, and may result in disciplinary action, up to and including immediate termination of employment.

Exhaustion of FMLA Leave Period

Any employee failing to return or unable to return to work at the exhaustion of the FMLA leave period may be subject to termination of employment. An employee who informs the City that they do not intend to return at the conclusion of their leave will be deemed to have resigned.

This Policy is Not a Contract

All of the parameters of FMLA leave, including the duration of leave, benefits availability, job restoration, and other rights and obligations associated with FMLA leave are limited by the requirements of applicable state and federal laws. Employees should not infer any express or implied contractual rights from this policy. The City reserves the right to modify this policy as necessary, in its sole discretion, to ensure compliance with applicable state and federal law.

**1.40 CELLULAR PHONE ALLOWANCE**

The City recognizes that some positions require the need for communication devices such as cell phones that extend the employee’s communication with the workplace. All related issues shall be determined by the department director based on their operational needs. Employees requiring cell phones will receive a monthly cell phone allowance.

Any use of a communication device (whether issued by the City or personally owned) by a City official to conduct City business must be compliant with Florida Statutes Chapter 119 and the City’s Information Technology Usage Policy. Employees must pay taxes on this benefit as directed by the IRS.

Cellular Phone Calls Subject to Public Records Requests:

Employees and elected officials should be aware that the record of telephone calls made on their telephones may constitute public records if the call concerns City business pursuant to the statutory “public record” definition which is set forth below. In the event that a public records request is made for an employee’s/elected official’s cellular telephone calls, that employee/elected official will be given the opportunity to redact any personal phone numbers from the list prior to release to the requesting party. Discretion should be exercised by employees when using their telephones for personal use during regular business hours of the City. Accordingly, the duration and frequency of said personal calls should be limited by employees during work hours.

Florida Statute 119.011(12) defines public records as follows:

“documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”

Records of personal phone calls that were not made or received pursuant to a law or ordinance or in connection with the transaction of official business do not meet the statutory definition of public records. As such, the employee/elected official is not obligated to provide said non-public records and all references to such personal calls may be redacted in accordance with law. The employee/elected official shall assist the City Clerk’s Office in identifying those calls which do not constitute a public record (under the definition recited above), in the event of a public records request. The employee/elected official shall also assist the City Clerk’s Office in identifying any calls which may be exempt by law from public inspection or which may constitute confidential records by law, in the event of a public records request.

**1.41 OUTSIDE EMPLOYMENT**

The City would prefer that employees not obtain employment in addition to working for the City, although the City realizes that it may be necessary in some situations. The employee's first obligation is to the City, including regular and additional work hours, and meeting required attendance.

No employee of the City shall engage in any other employment, unless and until such employee has completed the Outside Employment Form.

No person employed by the City shall accept employment during off-duty hours wherein, because of the employee's position with the City, they could exercise unfair advantage over others engaged in the same occupation but not in the City's employ. Further, no person employed by the City shall accept or engage in off-duty employment to the extent that the same would tend to impair such person's capability, mental or physical, in the performance of their assigned duties with the City.

Employees injured or rendered incapable of performing assigned duties while engaged in off-duty employment shall be suspended from paid status until such time as the employee shall produce a written physician's statement certificate to the effect that they are physically capable of returning to regular duties with the City. Outside employment must be suspended if work status is sick leave, workers' compensation leave, FMLA, or restricted duty.

Any employee who shall disregard or violate these personnel policies may be subject to disciplinary action.

**1.42 SMOKING**

Smoking in the workplace is prohibited in accordance with Florida state law. Employees wishing to smoke must do so in an authorized outdoor smoking area as designated by the City during their scheduled break.

Use of tobacco is prohibited in any vehicle owned, leased, or rented by the City or where prohibited by law. Employees will make every effort to minimize the use of tobacco when they are actively engaged in dealing with the public. Tobacco in any form includes, but is not limited to cigars, cigarettes, pipes, snuff, and chewing tobacco. An employee who engages in prohibited conduct will be subject to appropriate disciplinary action, which may include warnings, reprimand, suspension, or termination.

**1.43 E-MAIL/INTERNET POLICY**

In order to facilitate communications within the City, a computer network system has been installed that includes an e-mail capability and Internet connection. Access to the Internet

and/or Internet E-mail may be assigned by Department Directors and supervised by the Information Systems Manager. Use of the City-provided Internet and E-mail is a privilege. Unauthorized use will result in the loss of access for the user and depending upon the seriousness of the infraction, may result in disciplinary action as deemed appropriate. Employees should be as conservative as possible in personal use and understand that public records laws may bring their use under scrutiny by the media and the public.

The internal communication systems, as well as the equipment and data stored, are and remain at all times the property of the City of Cooper City. Accordingly, all messages and files created, sent, received or stored within the system should be related to City business and are and will remain the property of the City. The City reserves the right to retrieve and review any message or file composed, sent or received. It should be noted that although a message or file is deleted or erased, it is still possible to recreate the message. Therefore, ultimate privacy of any and all electronic messages of any form whatsoever cannot be assured to anyone. Although electronic mail and voice mail may allow the use of passwords for security, confidentiality cannot be guaranteed. It is possible for messages to be retrieved and viewed by someone other than the intended recipient. Furthermore, all passwords are and must be known by the City as the system may need to be accessed by the City in the absence of an employee.

Employees are cautioned that they should have no expectation of privacy while using the Internet and postings can be reviewed by anyone. The City of Cooper City reserves the right to monitor comments or discussions about the City, its employees, and its residents, posted on the Internet by anyone, including employees and non-employees. The City of Cooper City uses blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites. Employees cannot use employer-owned equipment (including computers, City-licensed software or any other electronic equipment), facilities or City time, to conduct personal blogging or social networking activities. Employees cannot use blogs or social networking sites to harass, threaten, discriminate or disparage against employees or anyone associated with the City of Cooper City.

The use of the Internet and e-mail provided by the City of Cooper City expressly prohibits the following:

1. Discourteous communication to or about other persons, the City or other organizations.
2. Sending, receiving, printing, or posting offensive or harassing statements or language including remarks of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
3. Sending or soliciting sexually oriented messages or images including accessing any adult (pornographic) websites.

4. Operating a business, usurping business opportunities or soliciting money for personal gain, or searching for employment outside the City of Cooper City.
5. Issuing or forwarding chain mail and other frivolous messages.
6. Accessing gambling or hate group websites.
7. The circulating of jokes, comics or non-job related computer graphics.
8. Personal/private employee blogging or personal/private use of such social media websites including, but not limited to, Facebook, Twitter, You Tube, and LinkedIn.
9. Soliciting donations, including charitable campaigns, except as specifically authorized or part of official City-sponsored events, i.e., blood drives, United Way, etc.
10. Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
11. Sending, receiving, printing, posting, or otherwise disseminating proprietary data, City logos or other confidential information of the City of Cooper City in violation of any policy or proprietary agreements.

Disciplinary action for violation of this policy may include, but is not limited to, termination, suspension, or transfer of the offending employee. In cases involving less serious violations, disciplinary action may consist of warning or reprimand. Remedial action may also include counseling, changes in work assignments, or other measures designed to prevent future misconduct. The measure of discipline will correspond to the gravity of the offense as weighed by its potential effect on the City and fellow employees.

When utilizing e-mail, etiquette is important. The strategies for effective e-mail communication are as follows:

1. Whenever possible, avoid communicating through e-mail on a sensitive subject that should be addressed in person;
2. Communicate confidential information in another form other than e-mail;
3. Check for accuracy and use correct grammar, spelling and punctuation;
4. Read all messages and respond regularly;
5. Avoid the use of typing a message in all capital letters;



6. Be careful not to use the 'Reply All' function when not intended, for e.g., system-wide distribution;
7. Ensure that messages are deleted or saved; the server should not be used to permanently store messages.

#### **1.44 SOCIAL NETWORKING POLICY**

Cooper City takes no position on your decision to start or maintain a blog or participate in social networking activities. However, it is the right of the City to protect itself from unauthorized disclosure of information. Cooper City's social networking policy applies to all employees. Social media or technology include but are not limited to video, audio, sites such as Facebook and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with Cooper City. Employees are cautioned that they should have no expectation of privacy when using social media.

Unless specifically instructed, employees are not authorized and therefore restricted to speak on behalf of Cooper City. Employees may not publicly discuss residents, employees or any work-related matters, whether confidential or not. Employees are expected to protect the privacy of Cooper City, including but not limited to its employees, residents, elected officials, and financial information. Employees are cautioned that they should have no expectation of privacy while using the internet. Cooper City reserves the right to monitor comments or discussions about the City, its employees, residents, and elected officials posted on the internet by employees or anyone else. Employees cannot use employer-owned equipment, nor facilities or City time, to conduct personal blogging or social networking activities.

Cooper City requests and strongly urges employees to report any violations or possible or perceived violations to supervisors, managers, or to the City Clerk/Director of Administrative Services. Violations include discussions of Cooper City and its employees, residents, and elected officials and financial information and any unlawful activity related to blogging or social networking. Cooper City investigates and responds to all reports of violations of the social networking policy and other related policies. Violation of the City's social networking policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. Bloggers can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just Cooper City.

#### **1.45 SAFEGUARDING SOCIAL SECURITY NUMBERS**

It is the policy of the City of Cooper City to protect the confidentiality of Social Security numbers obtained and used in the course of business from its employees and applicants. All Department Directors and employees are expected to rigorously adhere to this policy. Any employee violating the provisions of this policy and its operating procedures will be disciplined in accordance with the City's rules.

**1.46 ACCIDENTS**

All accidents which occur on City property or involving any City equipment/operations, whether to employees or visitors, must immediately be reported to a supervisor and/or the Department Director who will report to the accident scene. This procedure is necessary in order to provide immediate medical aid to an injured person and to provide a full and prompt report to the City's Human Resources Administrator or the City Clerk/Director of Administrative Services. Employees should not make any statements to the injured person as to their opinions on the cause of the accident; instead, report the complete circumstances to the Human Resources Administrator or the City Clerk/Director of Administrative Services on the appropriate forms within 2 hours of the accident or as soon as practicable but not to exceed 12 hours. Employees in accidents involving City vehicles may be subject to disciplinary actions based upon accident history and upon determination of fault. In addition, supervisors who have been notified of an accident and did not report to the accident scene may be subject to disciplinary action. Such disciplinary actions may range from a written warning to suspension without pay or, depending on severity and frequency, up to and including termination. The final disciplinary action will be at the City Manager's discretion.

**1.47 DRIVER'S LICENSE POLICY**

This policy specifically addresses employees who occupy positions that require a valid driver's license and/or special driving certification (commercial driver's license) as a condition of employment.

An employee who has his/her driving license and/or privileges rescinded, suspended, revoked, barred or otherwise impaired for violating such statutes shall immediately notify his or her supervisor by 9 a.m. eastern time the next working day and **immediately discontinue operation of the city vehicle**. Failure to do so may result in disciplinary action, including termination of employment.

The employee shall not be permitted to operate a vehicle on behalf of the city until after the Department of Transportation or the appropriate state licensing agency restores the employee's ability to drive **and** until after the employee's immediate supervisor has completed an independent review of the circumstances and approves in writing the restoration of the employee's driving privileges.

The City Clerk's Office shall check driving records prior to hiring employees and verify that his or her driving record is acceptable. An employee who receives a traffic ticket in a city vehicle shall immediately notify his/her supervisor. The City Clerk's Office shall periodically validate all drivers' licenses of current employees authorized to drive city vehicles.

An employee whose job classification or position requires the possession and maintenance of a

driver's license and/or any required special driving certification in order to perform the essential functions of the job and who subsequently has his or her license impaired in any manner may be terminated from employment for failure to maintain the necessary qualification required for that position.

**1.48 DRIVING SAFETY POLICY**

The safety and well being of our employees is of critical importance to the organization. We therefore each have a responsibility to not only protect ourselves when on the road but also should do our part to protect those around us. Employees that are required to drive on City business at any time will be expected to consistently apply and follow all the procedures below:

1. All employees must wear seat belts at all times while in a moving vehicle is being used for city business, whether they are the driver or a passenger.
2. Use of handheld cell phones and radios, whether personal or city-owned, while behind the wheel of a moving vehicle being used on city business is strongly discouraged.
3. Engaging in other distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations or music, is also strongly discouraged while driving, even when in slow-moving traffic.
4. Use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
5. All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior while driving.
6. No unauthorized personnel are allowed to ride in city vehicles.
7. Employees who drive commercial vehicles or who are otherwise subject to separate rules and regulations such as those dictated by state or federal law are also expected to adhere to all policies and regulations associated with the appropriate law or regulation that applies.
8. Employees must promptly report any accidents to local law enforcement as well as to the city in accordance with established procedures. [See Accident Policy]
9. Employees are also expected to report any moving or parking violations received while driving on city business and/or in city vehicles.
10. No driver shall operate a city vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.

11. Drivers are responsible for the security of city vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.
12. A spotter will be used at all times when backing a vehicle with an obstructed view. When a spotter is not available, the driver will conduct a walk around inspection prior to backing vehicle.
13. Failure to adhere to these procedures may result in disciplinary action per city policy.

**1.49 CITY PROPERTY**

Each City employee who is entrusted with City property is responsible for the safety and maintenance of said property. Damaged, stolen, or lost equipment must be reported to the employee’s supervisor and the City Clerk’s Office within twenty-four (24) hours. Any replacements will be subject to disciplinary action unless the employee can show evidence that the loss was beyond their control. At the time of separation from City service and prior to receiving final salary payment due, all City property entrusted to said employee, including but not limited to, records, books, uniforms, keys, tools and identification cards, shall be returned to the department and certification to this effect shall be made by the Department Director or Supervisor. Any monies due the City because of shortages shall be deducted from the employee’s final paycheck. Each department shall have procedures in place to monitor and control city property.

**1.50 SUBPOENAS**

Employees may occasionally receive a subpoena concerning a City related legal matter. In most cases, the subpoena will instruct the employee to either appear for a deposition or to produce certain specified documents. Upon receipt of a subpoena, all employees shall immediately provide a copy of the entire subpoena to the Department Director and the City Clerk/Director of Administrative Services. The City Attorney will review the subpoena and contact the employee involved and advise them of the required response. No response to the subpoena should be made until the City Attorney has reviewed the subpoena and advised the employee accordingly. This procedure applies to all subpoenas received by an employee concerning a legal matter involving the City, except for subpoenas issued in a criminal case and directed to a law enforcement officer. Failure to comply with this section will result in disciplinary action.

**1.51 THREATS OF LITIGATION**

Any employee who receives any kind of city-related notice with the intent of litigation shall immediately provide a copy to the Department Director who will forward a copy to the City Manager, the City Clerk/Director of Administrative Services. All copies should be sent with a cover letter, since the transmittal of such a document should be noted for the City records. Discretion should always be used and citizen concerns should try to be resolved at the

department level. However, any legal threats, especially those in writing from a law office, should be dealt with by the above outlined actions.

**1.52 CITY POLICIES AND PROCEDURES**

Employees are required to comply with all City policies and procedures as may be established by the City.

## SECTION TWO: BENEFITS OF CITY EMPLOYMENT

### 2.1 ACCESS TO GROUP HEALTH INSURANCE

**A. *Group Health Insurance Program:*** The mayor, commission, City manager, and full time City employees are eligible to participate in the City of Cooper City Group Health Insurance Program. The City Manager or his/her designee from time to time shall negotiate and submit to the City Commission for approval, execution, and renewal, group insurance contracts that provide adequate group coverage for City employees in accordance with Section 112.08 (F.S.).

Eligible individuals may select individual coverage, individual and family coverage or no coverage. The City pays the employees' group health coverage. The City shall contribute an amount per month toward the premiums for any dependent health insurance coverage the employee may elect to receive as designated by the City Manager in the annual budget. The group insurance plan provides for hospitalization, dental, and vision care.

An employee (including elected officials) who declines to participate in the City group health insurance plan may be eligible to receive a stipend not to exceed \$325 per month. The non-participating employee shall provide proof of alternative health insurance coverage (other than Medicare) and proof of the premium paid for dependent coverage on the alternative health insurance plan, if applicable. The stipend amount shall be based on the lesser of either \$325 per month or the monthly amount paid for dependent coverage by the non-participating employee for alternative coverage. The non-participating employee shall be responsible to provide updated evidence of coverage and premiums annually or within 30 days of change in status. Failure to promptly report change in coverage shall result in disciplinary action up to and including termination.

The schedule of benefits and the effective date of coverage shall be determined by the plan documents. Each full time employee shall receive upon appointment, a booklet detailing the benefits under the present insurance plan.

**B. *Retiree Medical Coverage:*** Pursuant to the provisions of Section 112.0801, Florida Statutes, all City employees and elected officials who retire from City service shall be eligible to participate in the City's group health coverage at their own cost. No administrative fee shall be charged to the employee or elected official for the continuation of benefits. Retirees and their eligible dependents shall be offered the same group health insurance coverage as is offered to active employees. If an employee or elected official declines coverage upon retirement, or does not elect coverage within 60 days of retirement, coverage may not be added at a later time. If the retiree fails to pay the monthly cost of insurance on a timely basis and after 30 days written notice by the City to the retiree, coverage may be terminated by the City.

Elected Officials and Department Directors hired or elected prior to January 1, 2012, and who have met the criteria (in accordance with policy 14.06 of the 2010 edition of the Manual of

Personnel Policies) shall receive: (1) fully paid health insurance coverage and associated benefits; and (2) the Medicare supplement offered by the City at the City's cost. This provision does not apply to anyone first elected or hired after January 1, 2012.

**C. Life and accidental death and dismemberment (AD&D) insurance:** The City provides to each employee \$50,000 in whole life insurance with ancillary AD&D coverage, at no cost to the employee. Employees may elect to purchase on their own additional life insurance coverages for themselves and their dependents. Coverage ends when employment or service with the City terminates.

**D. Long-term disability insurance:** The City provides for a mandatory group policy for long-term disability, in the event an employee is disabled from illness or a non-job-related injury. The City pays 50% of the premium and the remaining 50% is deducted from each employee's bi-weekly pay. Coverage ends when employment or service with the City terminates.

**E. Dental Insurance:** The City provides a group insurance plan for dental coverage for all employees, at no cost to the employee. Any employee who requires dependent dental coverage may purchase same via the City's group dental plan and pay the full costs thereof.

**F. Voluntary coverages:** The City also offers a number of programs/policies that employees may participate in at their own cost. These include various supplemental policies through AFLAC, deferred compensation via the International City/County Management Association (ICMA) and supplemental voluntary life insurance benefits. Depending upon City policy, these benefits may or may not be eligible for continuation when employment or service with the City terminates.

**G. Cobra benefits:** The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most group health plans to provide a temporary continuation of group health coverage that otherwise might be terminated. COBRA requires continuation coverage to be offered to covered employees, their spouses, their former spouses, and their dependent children when group health coverage is lost due to certain specific events. See the Human Resources Administrator for more information.

**The Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Health Insurance Portability and Accountability Act of 1996 requires that employees be notified on how medical information about them is collected, how that information may be disclosed and how they can get access to this information. Confidentiality is a top priority for the City of Cooper City. We are committed to maintaining the highest level of confidentiality with all of the information we receive from our employees and subscribers to the various health benefit plans of the City. The City requires that contracted third-party administrators of the City's health plans meet HIPAA security standards for all information, including that which is transmitted or maintained electronically.

The City respects the privacy of personal information and understands the importance of keeping this information confidential and secure. The City protects the confidentiality of the personal information we receive following Federal and State laws. Our practices apply to current and former employees and complies with the "Protected Health Information" (PHI) HIPAA disclosure requirements. The City is committed to maintaining compliance with HIPAA regulations and all related provisions of federal and state law, as it may be amended from time to time, shall apply.

**Employee Assistance Program (EAP)**

The City of Cooper City recognizes that employees may have personal problems that greatly affect their quality of life and may also affect their job performance. Therefore, the City has made available to its employees, through its existing health benefit plans, counseling services. Any employee who displays a tendency to engage in violent, abusive, or threatening behavior or who otherwise engages in behavior that the City, in its sole discretion, deems offensive or inappropriate, will be referred to a mental health professional of the City's choice and at the City's expense, for evaluation.

All employees of the City, at any time during their period of employment, may be required by the Department Director to undergo psychological or medical examinations, in order to determine if they are mentally and physically fit for the position in which they are employed. All psychological or medical examinations requested by the City shall be at no expense to the employee. Refusal to submit to such examinations is grounds for immediate termination.

When an employee of the City is reported by the examining physician or psychologist to be physically or mentally unfit to perform work in the position which he/she is employed, such employee may, within five (5) days from the date of notification of such determination by the examining physician, indicate in writing to the Department Director their intention to submit the question of their physical or mental unfitness to a physician or psychologist of his/her own choice. If there is a difference of opinion between the original examining professional and the professional chosen by the employee, then the City Manager may, in his sole and exclusive discretion, designate a third professional to examine the employee. The City Manager is not bound by any such opinions, however, and may take any action he deems appropriate. The City shall bear the expense of reasonable direct costs of the examinations and shall provide the employee with reasonable time off to meet these appointments. The City shall be responsible for reasonable and necessary overnight travel and expense related to these appointments if authorized in advance by the City Manager.

**2.2 NOTICE OF PRIVACY PRACTICES**

The City of Cooper City Group Health Plan is required by law to take reasonable steps to ensure the privacy of the personally identifiable health information of employees, retirees, and



dependents covered by the City’s group health plan, and to provide information about:

- the Plan’s uses and disclosures of Protected Health Information (PHI);
- privacy rights with respect to PHI;
- the Plan’s duties with respect to PHI;
- the right to file a complaint with the Plan and the Secretary of the U.S. Department of Health and Human Services; and
- the person or office to contact for further information about the Plan’s privacy practices.

The term “Protected Health Information” (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic). Non-authorized disclosure of PHI will be subject to disciplinary action up to and including dismissal.

The complete notification is provided to all employees in the City’s plan document, posted on employee bulletin boards, or may be obtained from the City Clerk’s Office.

**2.3 REGISTRATION OF DOMESTIC PARTNERSHIP RELATIONSHIP**

**A. General policy:** A valid domestic partnership relationship may be registered by two persons who are domiciled in Broward County, by filing a declaration of domestic partnership with the Broward County Records Division, pursuant to the provisions of Section 16 ½-153 of the Broward County Code.

**B. Extension of benefits.**

1. **Insurance:** Any City employee who is a party to a registered domestic partnership relationship, and provides a certificate of registration from Broward County Records Division, shall be entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis under which any City employee may elect insurance coverage for his or her spouse or dependents. A City employee’s right to elect insurance coverage for his or her domestic partner, or the partner’s dependent, shall extend to all forms of insurance provided by the City to the spouses and dependents of City employees, unless such coverage is prohibited by state or federal law. All elections of coverage shall be made in accordance with the requirements of applicable City rules and policies and Chapter 16 ½ of the Broward County Code. However, in no event shall an employee make an election for coverage of a domestic partner more than two (2) times in a plan year. An employee must immediately notify the HR Administrator of the termination of domestic partnership.
2. **Other benefits:** Any City employee who is a party to a registered domestic partnership relationship, and provides a certificate of registration from the Broward County Records Division, shall be entitled to use all forms of leave provided by the City including, but not limited to, sick leave, annual leave, family and medical leave and funeral leave for a domestic partner or the dependent of a domestic partner, as

applicable. The use of leave authorized herein shall be consistent with the applicable requirements in City rules and policies and this Manual.

Unless prohibited by state or federal law, all other benefits available to the spouses and dependents of City employees shall be made available on the same basis to the domestic partner, or dependent of such domestic partner, of a City employee who is a party to a registered domestic partnership relationship.

**C. Exceptions:** COBRA extension of group health benefits to separated employees is a Federal law. This law only permits “qualified beneficiaries” to receive extension of benefits. According to ERISA and IRS 1999 regulations, a qualified beneficiary is defined as a covered employee, the spouse or the dependent child of a covered employee. Therefore, group insurance plans do not extend COBRA extension benefits to domestic partners.

**2.4 VACATION LEAVE**

Vacation with pay for full-time employees is one of the ways the City shows appreciation to employees for their length of service and good work. It is the policy of the City that vacations are necessary to the health and well-being of all its employees, and that this time off shall be taken by every employee, except in unavoidable emergencies. Employees shall accrue paid vacation leave beginning on their date of hire in accordance with the requirement of being on paid status for at least eighty (80) hours in any month. Vacation accrual is based on the employee’s length of service according to the following schedule:

<u>Length of Service</u>	<u>Vacation Accrual</u>
Date of hire through 5 years	10 days for the year
Year 6 through 10 years	15 days for the year
After 10 years	20 days for the year

Maximum accrual: 240 hours. No accruals will occur after 240 hours is reached, except in the event of a state declared emergency.

Eligibility

An employee is eligible for vacation leave with pay upon completion of his/her six (6) month probationary period. Vacation days are accrued on a biweekly basis.

In order for an employee to receive accrual, he/she must be in pay status. For the purpose of this section, paid status includes vacation leave, holiday pay hours, sick leave and compensatory time. Paid status does not include donated sick leave or workers’ compensation leave.

Scheduling

Vacations must be scheduled through the employee’s supervisor and Department Director based on operational needs. Scheduling vacation leave shall be at the discretion of the

Department Director, provided it does not interfere with City operations. If a designated holiday falls within a vacation period, holiday pay will be utilized for that day. Department Directors may utilize their administrative discretion in granting any variance to this rule with the approval of the City Manager. Any such variance shall not operate to reduce or increase the maximum annual accrual of paid vacation days which is specified herein.

Vacation Cash-out

In lieu of time off, employees may choose to receive payment for a portion of their annually accrued vacation leave during a designated cash-out pay period once a year. The employee must have a minimum of eighty (80) hours of accumulated vacation leave at the time of the cash-out request and the amount of eligible cash-out leave shall not exceed one-half (1/2) of the total hours earned for that year. Any employee participating in this benefit shall have a minimum of forty (40) hours of vacation leave remaining in his/her account after the cash-out request is processed. Any payments made directly to the employee shall be made within the month of November of each year. Requests for advance payments will not be granted.

**2.5 PERSONAL LEAVE**

All full time employees shall accrue two personal leave days per year on their anniversary date. Provided, however, that probationary employees shall be credited with one personal day after six months of employment and the second personal leave day on their anniversary date. Employees shall be entitled to utilize said leave upon prior notification to and authorization by their Department Director. This benefit must be used in the twelve-month period.

**2.6 PAID HOLIDAYS**

The City of Cooper City observes a number of official paid holidays each year. The Commission may also establish additional holidays in its sole discretion. Holidays will be observed in accordance with the days scheduled by the Federal Government. The normal paid holiday schedule is as follows:

- New Year’s Day (January 1)
  - Day before or day after New Year’s Day (December 31 or January 2)
  - Martin Luther King, Jr. Day (Third Monday in January)
  - President’s Day (Third Monday in February)
  - Memorial Day (Last Monday in May)
  - Independence Day (July 4)
  - Labor Day (First Monday in September)
  - Columbus Day (Second Monday in October)
  - Veterans Day (November 11)
  - Thanksgiving Day (Fourth Thursday in November)
  - Day after Thanksgiving (Fourth Friday in November)
  - Christmas Day (December 25)
  - Day before or day after Christmas Day (December 24 or December 26)
- Holidays may be changed to coincide with business considerations at the discretion of the City Manager. Full-time employees required to work on the day on which a holiday is observed shall be paid, in addition

to one day's pay, an amount equal to one and one-half times the employee's hourly wage for the time actually worked on the holiday, regardless of the actual number of hours worked for the work week. If the holiday falls during an employee's vacation leave, that day shall be charged as holiday and not against his or her annual leave.

To be eligible for holiday pay, the full-time employee must be on paid status. For the purpose of this section, paid status includes vacation leave, compensatory time, and supplemented workers compensation. Sick leave is not construed to constitute approved leave with pay unless it was pre-scheduled.

An employee may not be entitled to be paid for any holiday in which they are absent either the day before or after the holiday without advance notice or unless satisfactory evidence of illness is furnished to the employee's supervisor. The City Manager may waive this provision at his discretion. Any employee desiring to observe the religious requirements of his or her faith on a working day which does not fall on a national or legal holiday may, if circumstances permit, be allowed to do so by the Department Director. If work scheduled cannot be arranged so as to provide for substituted work time, then deductions shall be made against the employee's vacation or personal time.

**2.7 SICK LEAVE**

This Sick Leave policy is designed to provide position and salary continuation in the event of illness or injury and to promote sick leave conservation for extended protection. In order to help protect employee income in the time of illness, the City provides employees with a Sick Leave Policy. Under this benefit, employees accumulate eight (8) hours of sick leave per month for any month in which they are on paid status for at least one hundred twenty (120) hours. For the purpose of this section, paid status includes vacation leave, holiday pay hours, sick leave and compensatory leave. Paid status does not include donated sick leave or workers' compensation leave.

Sick leave may be used for illness or injury of the employee and for doctor/dentist appointments when it is not possible to schedule them during non-working hours. When unavoidable, sick leave may be used for illness or injury of the employee's spouse, children and/or parents when it is not possible to schedule appointments during non-working hours. Sick time used for health care provider appointments, which are not medically urgent, must be scheduled in advance and approved by the supervisor. Sick leave may not be used to extend vacation leave. **The City reserves the right to require a written physician statement as proof of the appointment for sick leave benefits.**

Sick leave is a privilege, and therefore must be used only for legitimate illness. When an employee is ill and cannot report for work, the employee or a family member must notify the employee's supervisor no later than the time the employee is regularly required to report to work. If an employee fails to contact their supervisor, the leave will be considered unauthorized leave and may be subject to disciplinary action.

Sick leave benefits may not be granted if it is requested for scheduled workdays just before or after holidays or vacations unless satisfactory evidence of illness is furnished to the employee's supervisor. If a holiday is observed while an employee is out on extended sick leave while under a physician's care, the time shall be charged to holiday time and not against sick leave.

Sick leave benefits may not be abused. Employees who abuse sick leave will be subject to disciplinary action. Any use of this privilege, except for legitimate illness or disability, will be treated as falsification of time records and subject to immediate disciplinary action. Examples of sick leave abuse include, but are not restricted to, the following:

- Regularly taking one or two sick leave days each month.
- Creating a pattern by taking sick leave before or after weekends, the first or last day of the normal workweek, if the workweek is other than Monday through Friday, and/or before or after a holiday and/or a vacation.
- Calling in too ill to perform normal duties but not too ill to do other things.
- An employee telling co-workers of a plan to take a day off, and then calling in sick that day.
- Being employed for six (6) months or more and having minimal sick leave accumulated.

Sick Leave Cash-out Policy

As an incentive to limit abuse of sick leave, up to 90 days (equivalent to 720 hours) of sick leave may be accumulated. Any accumulation in excess of ninety (90) days shall be forfeited. Full-time employees who leave the City in good standing shall receive a cash payment for accumulated leave time in accordance with the following schedule:

1. Employees who have satisfactorily completed fifteen (15) years service as paid, regular full-time employees, who resign or retire voluntarily (i.e., are not discharged for cause) and give at least two (2) week's notice to the Department Director of such resignation or retirement, shall be entitled to payment for seventy-five percent (75%) of their accumulated sick leave hours, to be computed at their rate of pay as of their last day worked.
2. Employees who have satisfactorily completed ten (10) years of service and who meet the additional conditions of paragraph (1) above shall be entitled to payment for fifty percent (50%) of their accumulated sick leave hours, to be computed at their rate of pay as of their last day worked.
3. Employees who have satisfactorily completed at least five (5) years of service and who meet the additional conditions of paragraph (1) above shall be entitled to payment for twenty-five percent (25%) of their accumulated sick leave hours, computed at their rate of pay as of their last day worked.

Sick Leave Conversion Policy

Full-time employees with a minimum balance of 550 sick leave hours may convert up to 6 sick leave days into annual leave or a monetary payout as budgetary conditions permit, as follows:

1. The conversion equivalency shall be one (1) annual leave day for every two (2) sick leave days, up to a maximum of six (6) sick leave days.
2. Utilizing the same standard set forth in Section 1 above, employees may convert sick leave into cash payments in lieu of annual leave.
3. Sick leave conversions can only be in increments of full eight (8) hour days.
4. The employee must request the conversion or payout, in writing, to his or her Department Director no later than November 30<sup>th</sup> of each year. Requests for advance payments or advance conversions will not be granted. Requests after November 30<sup>th</sup> will be void.

**2.8 DISCRETIONARY LEAVE ISSUES**

**A. SICK LEAVE DONATION POLICY**

The purpose of the Sick Leave Donation Policy is to establish a way of allowing employees to share their accumulated sick leave with others who may face financial hardship because they have exhausted all of their own leave due to an extended serious, catastrophic, or unforeseen illness, injury or impairment.

An employee may elect to voluntarily donate sick leave to a fellow employee only for a serious medical condition that has been approved as a FMLA related event by the City Clerk/Director of Administrative Services. Employees may donate a maximum of eight (8) hours to each eligible receiving employee per calendar year providing that the donating employee retains a minimum of eighty (80) hours of sick leave in his/her account.

The employee receiving donated time must utilize all his/her leave accruals (sick, compensatory, personal, and vacation) prior to allocation of any donated time. Sick and vacation time shall not accrue while the employee utilizes donated sick leave and until such time as he/she meets the pay status requirements of *Section 2.4 and Section 2.7* of this Manual. The total donated sick leave shall not exceed 240 hours per employee in a rolling twelve (12) month period. After the FMLA related leave has ended, any donated time not subsequently allocated will be canceled and the potential donor notified that their donation was not used.

An employee requesting sick leave donations must first contact the City Clerk/Director of Administrative Services for approval and issuance of a Sick Leave Donation Request

Form ("Request Form"). In order to maintain confidentiality, no information regarding the employee's FMLA event will be distributed by the City Clerk/Director of Administrative Services. The requesting employee shall be responsible for obtaining the Request Form and soliciting sick leave donations. If an employee is incapacitated, a family member or designee may request sick leave donations on the employee's behalf. The employee shall provide all departments from which sick leave donations are being solicited with a copy of the approved Request Form only. In order to maintain confidentiality, written documentation regarding the details of the FMLA event is discouraged. Verbal explanations may be provided at the requesting employee's discretion.

Requests for sick leave donations shall be limited to three (3) FMLA events within a fifteen (15) year employment period.

**B. COMMUNITY SERVICE**

Employees may request leave with pay for authorized community service activities. Leave with pay is subject to approval by the Department Director and the City Manager.

**2.9 LEAVE WITHOUT PAY - (Non-FMLA and Non-Military)**

With the approval of the City Manager, a Department Director may grant a permanent employee leave without pay for a period not in excess of fifteen (15) working days in one (1) calendar year.

If leave of absence without pay is given (unrelated to FMLA or military leave), such leave of absence may be subsequently withdrawn and the employee recalled to service. All employees on leave of absence without pay are subject to applicable provisions of these rules. Failure to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for termination. Leave of absence without pay shall cause the anniversary date to be deferred for an equivalent length of time.

**2.10 EMPLOYEE SERVICE AWARDS**

Upon completion of five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous service with the City, full-time and PT29 employees shall be presented with service awards, to be determined by the City Manager or his/her designee. Time spent in a PT29 position will be credited towards length of service for purposes of recognition in this category.

**2.11 JURY/WITNESS DUTY**

If an employee is summoned on a workday for jury duty, or must appear in court as a witness, their supervisor must be notified as soon as possible and a copy of the notice must be sent to

the City Clerk's Office to be placed in the employee's personnel file. While serving on a jury, the employee will be placed on leave with pay and must submit any jury duty fees received to the City Clerk's Office. If an employee is called for jury duty but performs jury duty for only a portion of the regularly scheduled workday, he/she must report to work as soon as released.

If an employee is subpoenaed in the line of duty to represent the City as a witness or defendant, his/her appearance in such case shall be considered part of his/her job assignment, and therefore regular pay will apply. Employees who appear as a witness in court not involving personal litigation will receive the same benefit as jury duty, but must remit any witness fees to the City. An employee who is a defendant in a civil or criminal action or plaintiff or complainant in a civil or criminal action not associated with or arising out the City's business or affairs, must use accrued vacation or personal leave. Time off for jury duty shall not be included in computation of hours necessary to qualify for overtime compensation. Such leave shall not be deducted from any other leave earned by the employee.

**2.12 BEREAVEMENT LEAVE**

Regular/Full Time employees shall be granted time off with pay to arrange the funeral of and/or pay final respects to an immediate family member. Such time off will not exceed three (3) consecutive working days. In the case of multiple deaths or if travel exceeds 200 miles one way is required, then the City shall grant two (2) additional consecutive days off with pay. Funeral leave shall not be charged to vacation, compensatory time, personal, or sick leave. For the purpose of bereavement leave, the employee's immediate family is defined as the employee's spouse, parents or step-parents, son, daughter, step children, sibling, step or half-siblings, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law. The employee shall provide the Department Director with proof of death in his/her immediate family as defined before compensation is approved. Additional time off (over and above the five (5) days) shall be charged to vacation leave or leave without pay, at the employee's request, subject to the Department Director's approval.

**2.13 MEETINGS AND CONFERENCES**

Non-Exempt Employees

Time spent by a non-exempt employee commuting to and from work is not compensable time, even if the employee commutes to and from work in a City vehicle and/or has to report to different job sites.

The City will compensate travel time for non-exempt employees for attendance at conferences, seminars, or other training, in accordance with the FLSA.

For **required** training, when a non-exempt employee must spend the night away from home, all time spent traveling during the employee's normal working hours, even on regular days off, (excluding regular meal periods) will be compensated. For required training that does not



require an overnight stay, all travel time (excluding meal periods, and travel between home and the point of departure if the employee uses public transportation) will be compensated.

When a conference or other training is available during the non-exempt employee's regular work schedule, and where the conference/training/seminar is not required, but is of mutual benefit to the employee and to the City, the supervisor may release the employee from their regular duties to attend. If the conference, seminar, or training extends past the employee's regular work schedule, the employee will be compensated for any overtime hours.

**2.14 MILITARY SERVICE**

***Active Duty***

Employees who are members of the United States Armed Forces must show their orders to their supervisor as soon as they are received. During the first thirty (30) days on active military duty, activated employees will receive their City regular base pay and benefits in addition to their military base pay. After the initial thirty (30) days on active duty, if the military base pay is less than the City regular base pay, the City will pay the difference to the activated employee for the first year of their term of active duty. The employee will be required to provide official documentation of his/her compensation from the military, including any increases or decreases, which may occur during their term of active duty.

Insurance benefits will continue as if the employee were still actively employed with the City, subject to the terms and conditions contained in applicable policies and plan documents. If the employee elects to continue family/dependent group health insurance coverage or any of the other available options while on active duty, the employee will continue to be responsible for the associated premium payments, in accordance with the procedures set up for that purpose.

The City will continue to contribute, on an actuarial basis, the City's share to the applicable pension plan. If the employee is a member of a pension plan that requires their contribution, the employee will contribute based on the amount of pay received pursuant to this section. The activated employee's vacation and sick leave accruals will be frozen, and will not continue to accrue while the employee is on active duty. Activated employees are entitled to keep all seniority rights and their seniority continues to accrue while they are away from work.

All regular employees returning from active service are eligible for re-employment in the same position they left (or a similar one in terms of status, pay and with accrued seniority), under the following conditions:

- Individual must receive an honorable discharge.
- Individual must still be qualified to perform the job duties. If the individual needs to practice job skills, a reasonable time will be granted as determined by the City Manager. In the event an individual is not qualified for their former position (required job skills have changed or the individual has a disability which precludes them from performing the essential functions of the position), then the individual will be allowed to attempt to qualify for a similar job.

- The individual being reinstated must complete employment medical examination or drug screening applicable for the position.
- If the City's circumstances have changed and the position no longer exists, then the veteran may apply for any other open positions.
- The individual must apply for re-employment within the applicable timeframes listed below: (a) For periods of military service of 1 to 30 days, they must return by the beginning of the following first regularly scheduled workday with allowance for safe return travel; (b) For periods of military service of 31 to 180 days, they must apply for re-employment no later than 14 calendar days after the completion of their service; or (c) For periods of military service 181 days or more, they must report to work no later than 90 calendar days after the completion of their military service. All of these periods are extended to two years if the individual is hospitalized or slow to return to health because of an injury incurred or aggravated during military service.

***Reserve or National Guard Training Leave***

If an employee is a member of the Reserve, National Guard or other reserve component of the Armed Forces of the United States and called upon for training, that employee shall receive his regular base pay (paid leave) up to a maximum of 240 working hours in any one annual period. The employee should give his/her supervisor as much advance notice as possible of the intent to be away. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

**2.15 WORKERS' COMPENSATION**

Employees who are injured while at work will receive certain benefits under Florida's Workers' Compensation Statutes.

Employees who become injured on the job must immediately report it to their supervisor so that proper medical attention can be provided and ensure that the workers' compensation claim is filed properly. It is the employee's responsibility to report all workers compensation claims as directed by the City Clerk/Director of Administrative Services. The City's insurance carrier has instituted a managed care program for all workers compensation claims. If authorization is not received prior to treatment, the employee will solely be responsible for payment. In the event the employee is unable to report to work, even temporarily, the employee must provide written notice from the attending Workers Compensation physician within two working days. Employees shall return to duty at the earliest possible date.

An employee may be eligible to return to active employment after the employee's attending physician issues a statement that the employee can return to duty. This statement will include a description of any limitations to be placed on the employee. If the employee is not eligible to return to full duty, the employee's eligibility will then be considered by the City Clerk/Director of Administrative Services for recommendation to the City Manager.

**Workers' Compensation Managed Care:** Pursuant to the provisions of the 1993 Workers' Compensation Act, the City's insurance carrier has instituted a managed care program for all workers' comp claims. If you are injured on the job, you must follow the procedures in this plan and receive authorization prior to treatment or your medical **bills will not be paid**. Chapter 440, Florida Statutes, mandates such plans, requires the insurance company to authorize charges prior to treatment, and makes the employee personally liable for doctors' and/or hospital bills in the event they fail to obtain the required authorization.

**Procedures:**

**1. Emergency:** If you are injured in an accident and require immediate medical attention, you should report the injury to your supervisor and have yourself transported to any Memorial hospital. Your supervisor or departmental liaison will make the report on the injury to the City Clerk's Office.

**2. Non-emergency:** If you are injured and do not require immediate medical attention, but do need to see a doctor, or require follow-up care to emergency treatment:

- a) Advise your supervisor of your injury and that you require medical care.
- b) Your supervisor or departmental liaison will contact the City Clerk's Office for a referral.
- c) The City Clerk's Office will obtain authorization for medical treatment and direct you to the managed care physician's office and/or medical facility. You will not be treated without an appointment and a picture I.D.
- d) Should you require the care of a specialist, physical therapy, or therapeutic devices, you must be referred by the managed care physician, who will authorize the charges therefore and coordinate your care throughout your recovery/healing process.
- e) Should any employee be dissatisfied with the primary care physician he/she has been assigned, or contests the findings of the assigned primary care physician, the managed care provider has established an appeal procedure as provided by law. Employees should contact the City Clerk's Office for information pertaining to the then current managed care provider.

**Early Return to Work Program:** The City of Cooper City has established an Early Return to Work (ERTW) program for employees who sustain compensable injuries within the scope of the State of Florida Workers' Compensation Law. The program has been designed to prevent economic loss to the employee and/or the City by providing productive work within the employee's temporary restrictions/limitations at the earliest possible date.

The City will endeavor to provide alternative work within the temporary restrictions/limitations of an injured employee while that employee is recovering.

- 1. To facilitate and expedite return to work, the City will generally offer an initial assignment which may be outside the employee's regular department and/or division. This assignment will be to previously-identified sedentary, light or modified positions

which have been approved by an attending or City-authorized physician. During this assignment, the employee will be paid his or her regular rate of pay. Should the employee refuse the assignment offered the employee will be subject to suspension of workers' compensation benefits in accordance with Section 440.15 of the Florida Workers' Compensation statute.

2. During the period of reassignment, the City Clerk/Director of Administrative Services will monitor physician follow-up visits, the prognosis for lesser or greater restrictions, limitations and the employee's readiness for alternative positions.
3. If, at a later point in time, a modified or regular position within the department or division is identified specifically for an employee, a physical requirements job description will be developed for review with the employee's attending physician.
4. Once approved by the attending physician, the modified or regular position will be reviewed with the employee. The duties, expectations and required work schedule or hours will be explained to the employee. An employee who accepts a modified position or another regular position will continue to receive his or her regular rate of pay for up to 13 weeks of disability. With the City Manager's approval, payment at the employee's regular rate of pay may be extended for up to 13 additional weeks (for a total of 26 weeks). An employee who refuses an offer of a modified position or another regularly established position within the City under this program will be subject to suspension of workers' compensation benefits in accordance with Section 440.15 of the Florida Workers' Compensation statute.
5. The City Clerk's Office and the employee's Department Director will continue to monitor the employee's progress in the job, the rate of recovery and the attending physician's prognosis for return to his or her former position.
6. Once a permanent, partial impairment is established or diagnosed, a thorough review of the employee's ability to return to his or her former position will be made. If the City is unable to accommodate the return to the former position, the possibility of transfer to other available positions within the employee's former department or within the City will be explored.
7. When an injured employee is transferred to an alternative position based on permanent impairment, that employee will continue to receive the rate of pay of the former regular position for the balance of the first 26 weeks of disability. Thereafter, the employee will be paid at the rate established for the position which is being performed.
8. It is to be understood that all modified positions, regular positions or alternative positions offered under the ERTW program are temporary. While it is the desire of the City of Cooper City to return injured employees to their former positions, the need to fill former positions may necessitate other actions. The City reserves the right to take whatever action it deems to be in the best interest of City operations and/or service to the public. In the spirit of this policy, the City will try to avoid filling an injured employee's former position for the first 90 days of absence from work.

**ERTW Coordinator:** The City Manager has designated the City Clerk/Director of Administrative Services as the ERTW Coordinator.

1. The ERTW Coordinator will identify modified or alternative regular positions within the City which will assist in returning employees to productive capacities while recovering from compensable injuries.
2. The ERTW Coordinator will work with the City-authorized physician(s) to assure his/her understanding of identified sedentary, light or modified positions available.
3. The ERTW Coordinator will advise and counsel employees to help them understand the program and its purpose, the job they are being offered, and the work schedule. The ERTW Coordinator will ensure that the employee has an understanding of the rate of pay, the consequences of job refusal and the goal of returning the employee to his or her former position.
4. The ERTW Coordinator will follow-up with the employee's attending physician to determine prognosis for returning to the employee's former position or an alternative position with lesser or greater restrictions or limitations.
5. If an alternative position or temporary modification of the former position is indicated, the ERTW Coordinator will work with the Department and/or Division Head to develop a physical requirements job description for presentation to the attending physician. A Workers' Compensation Rehabilitation Specialist may be utilized to assist in developing the description or making the presentation.
6. The ERTW Coordinator will ensure that the physical requirements job description and the attending physician's analysis of the injured employee's physical capacities are utilized to finalize the position offered to the employee.
7. The ERTW Coordinator will ensure that the attending physician's approval, City Manager approval and appropriate documentation exist throughout the ERTW process.

***Employee Responsibilities***

An employee participating in the ERTW program will put forth a diligent effort to perform the duties assigned to the best of his or her ability and comply with work schedules in all positions assigned. Employees participating in the program will perform duties in a manner which adheres to all attending physicians' written restrictions and/or limitations and advise managers and supervisors if duties assigned do not conform to such restrictions and/or limitations. The injured employee will communicate with the ERTW Coordinator following all attending physician follow-up visits, providing information and any certification regarding prognosis for return to full duty, changes in limitations or restrictions, therapy and appointment schedules.

Employees who are absent from work due to workers' compensation injuries may be eligible for Family and Medical Leave.

***Workers' Compensation Disability:*** Employees who qualify for Workers' Compensation disability pay based on work-related illnesses, accidents and injuries, shall receive Workers' Compensation payments in accordance with Fla. Stat. §§440.01 et. seq. Such compensation shall be paid bi-weekly in the amount of 66 2/3 percent of the employee's average weekly wages. If the employee is permanently totally disabled, the employee shall be paid 66 2/3 percent of his/her average weekly wages during the continuance of such total disability. If the

employee is temporarily totally disabled, the employee will be paid 66 2/3 percent of his/her average weekly wages for a period not to exceed 104 weeks. The employee may utilize accrued sick, vacation, personal and compensatory leave, respectively, in order to achieve full pay status. If during the period of temporary total disability the employee exhausts her/his accrued leave, the City shall supplement the remaining 33 1/3 percent of the employee's salary for no greater than ninety (90) days from the date of such service-connected disability, in accordance with the following provisions:

1. Said employee has properly reported the accident/injury to his/her supervisor within twenty-four hours (24) of its occurrence.
2. Said employee has been treated by a physician within thirty (30) days from original date of accident and said physician has designated said employee as temporarily totally disabled. The City Manager reserves the right to request a consultation with a physician of the City's choice.
3. If treatment by an authorized physician, for a temporary total disability, lapses for a period of thirty (30) days, the City may discontinue disability payments in connection with that particular injury.
4. Said employee shall be required to report at least weekly, via telephone, to his/her supervisor. Employees shall immediately provide the City with copies of all doctors' notes and schedules for any physical or other therapy that has been prescribed by the physician. Individual departments may have adopted reporting requirements more frequently than weekly, in which case, the employee must abide by the department's adopted rules and regulations.
5. Said employee shall ensure compliance with the City's adopted Drug Free Work Place Program standards, as described in Section 1.37 of this Manual.

**2.16 TRAINING/TUITION/CERTIFICATION REIMBURSEMENT**

The City offers various methods of training for all employees. Employees should discuss training opportunities with their supervisor to maximize their potential. Once an employee is scheduled for training, it is imperative that the employee attends as scheduled and brings these new skills back to the workplace for effective utilization and implementation. Employees will be held accountable for this training and their performance shall be indicated on their performance evaluations. Employees will be required to reimburse the City for any training expenses which, due to their own negligence, does not result in certification.

If an employee attends a school, course of study, or takes a correspondence course, they may be eligible to receive educational related expenses if it is a work related subject. The employee must complete the proper tuition agreement and receive **advance** approval from the Department Director, City Clerk/Director of Administrative Services and the City Manager.

Tuition reimbursement will be limited to full-time employees and the appropriate percentage of the rates charged by the State of Florida for community colleges or universities, whichever is applicable. Tuition reimbursement will be limited to 75% (of the State rates) for employees who have a passing grade of below 'B' whereas it will be 100% (of the State rates) for employee's

who receive a grade of "B" or above. The Department Director and the City Manager must grant approval prior to the employee attending the training or educational program. An eligible training or educational course is one that, in the judgment of the Department Director, is directly related to the employee's current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to a related higher position. All approvals will be on a case-by-case and course-by-course basis. Any employee who is approved for attendance in any eligible educational or training program must pay tuition costs directly to, and be accepted for enrollment by, an accredited educational institution. No reimbursement will be made for textbooks, lab fees, or any other expenses. No coursework shall be performed during working hours. Employees will be entitled to a reimbursement of tuition upon the successful completion of each approved course and presentation of a course transcript within thirty (30) days of completion of the approved course. The reimbursement shall not exceed the appropriate percentage of the tuition paid to the educational institution. If an employee voluntarily or involuntarily terminates his or her employment with the City within one (1) year following the completion of any eligible educational or training program for which such employee has received a refund, then the amount of tuition reimbursement paid by the City shall be repaid by such employee to the City immediately. Should such employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the amount of any such refund from any salary or wages due to the employee from the City.

Licenses (excluding regular driver's licenses) and certification/re-certification fees required to perform City-related job duties shall be reimbursable with prior Department Director approval.

**2.17 EMPLOYEE SUGGESTIONS**

Employees are encouraged to provide the City with suggestions and comments about policies and programs. Suggestions of any nature are welcome. Suggestions may be discussed at departmental meetings or given to supervisors for submission to management.

**2.18 RETIREMENT**

All eligible employees of the City shall automatically be enrolled upon hire in the appropriate retirement plan as set forth in Chapter 2 of the Municipal Code of Ordinances and as may be amended by the City Commission. Whenever an employee meets the conditions set forth by the City retirement system, the employee may elect to retire and receive all benefits earned under the plan.

**2.19 RESUMPTION OF EMPLOYMENT BY RETIRED MEMBERS**

1. Commencing on February 1, 2013, any person with special skills, knowledge or qualifications, as determined in the sole discretion of the City Manager, who has retired and who has experienced a bona fide termination of employment from the City of at least three (3) months, may be re-employed by the City and continue to receive his/her monthly distribution of any retirement benefit to which he/she is entitled, provided that he/she is over the normal retirement age required by the Internal Revenue Service. Such re-employment shall not operate to reinstate the person as an active member of the City's General Employee Pension Plan or the Managerial Pension Plan nor shall said retiree, as a result of such re-employment be considered an eligible employee for purposes of either of these plans.
2. All plan retirees re-hired by the City, except those excluded by law, shall become compulsory members of the FRS.

**THE CITY RESERVES THE RIGHT TO AMEND AND UPDATE THIS MANUAL OF PERSONNEL POLICIES AS THE CITY DEEMS NECESSARY, WITH OR WITHOUT NOTICE**





## CITY COMMISSION ORDINANCE/RESOLUTION

**TITLE: Ordinance 21-21 (Commissioner Shrouder)**

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 10, RENAMING CHAPTER 10 “NOISE AND VIBRATIONS;” AMENDING SECTION 10-2, ENTITLED “DEFINITIONS;” AMENDING SECTION 10-3, ENTITLED “EXCESSIVE NOISE PROHIBITED;” AMENDING SECTION 10-4, ENTITLED “MAXIMUM PERMISSIBLE SOUND LEVELS;” PROVIDING FOR ASSESSMENT OF SOUND LEVELS WITHOUT A SOUND LEVEL METER; AMENDING SECTION 10-9 ENTITLED “ENFORCEMENT RESPONSIBILITY;” PROVIDING FOR PROCEDURE OF ENFORCEMENT; DELETING SECTION 10-11 ENTITLED “PENALTY FOR VIOLATIONS;” PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**

N/A

**BACKGROUND OF ITEM:**

At the regular City Commission meeting of May 25, 2021 the Commission reached a consensus to direct the City Attorney’s Office to draft an Ordinance updating Chapter 10 of the City Code, Noise Regulations to include a measurement other than decimals and to specify reasonable notice. Ordinance 21-21 is attached for approval.

**ANALYSIS:**

N/A

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

- 1. Ordinance 21-21

**ORDINANCE NO. 21-21**

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 10, RENAMING CHAPTER 10 “NOISE AND VIBRATIONS;” AMENDING SECTION 10-2, ENTITLED “DEFINITIONS;” AMENDING SECTION 10-3, ENTITLED “EXCESSIVE NOISE PROHIBITED;” AMENDING SECTION 10-4, ENTITLED “MAXIMUM PERMISSIBLE SOUND LEVELS;” PROVIDING FOR ASSESSMENT OF SOUND LEVELS WITHOUT A SOUND LEVEL METER; AMENDING SECTION 10-9 ENTITLED “ENFORCEMENT RESPONSIBILITY;” PROVIDING FOR PROCEDURE OF ENFORCEMENT; DELETING SECTION 10-11 ENTITLED “PENALTY FOR VIOLATIONS;” PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, excessive sound and vibrations within the limits of the City of Cooper City (the “City”) is a condition which has existed for some time and the amount and intensity of such sound and vibrations is increasing; and

**WHEREAS**, such excessive sound and vibrations is a detriment to the public health, safety, welfare and quality of life of the residents of the City; and

**WHEREAS**, it is the intent of the City Commission to allow City officials to assess sound and vibration level without a sound level meter; and

**WHEREAS**, it is the intent of the City Commission to allow law enforcement, code compliance, and other City officials and employees to enforce the City’s Code of Ordinance related to noise disturbances and vibrations; and

**WHEREAS**, the City Commission finds that this Ordinance is in the best interest of the citizens, residents, and business establishments in the City.

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Words in underlined type are additions.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:**

**Section 1. RECITALS ADOPTED.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. CHAPTER 10 OF CITY CODE AMENDED.** That Chapter 10, entitled “Noise;” Section 10-2, entitled “Definitions,” Section 10-3, entitled “Excessive noise prohibited,” Section 10-4, entitled “Maximum permissible sound levels,” and Section 10-9 entitled “Enforcement responsibility” of Chapter 10 of the City Code of the City of Cooper City, Florida, is hereby amended and Section 10-9 is created to read, as follows:

**Chapter 10 Noise Disturbances and Vibrations**

**Sec. 10-2. Definitions.**

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them:

...

Noise disturbance means any sound which:

- (1) Disturbs or annoys a reasonable person of normal sensitivities;
- (2) Exceeds the sound level limits set forth in this chapter; or
- (3) Is plainly audible as defined in this section.

...

Official means any police officer, code enforcement officer or other officer designated by the city manager, or designee.

...

Plainly audible means any sound produced by any source, or reproduced by a radio, tape player, television, CD player, electronic audio equipment, musical instrument, sound amplifier or other mechanical or electronic sound-making device, or nonamplified human voice that can be clearly

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heard by a person using their normal hearing faculties, at a distance at or beyond the property boundary of the land use category from which the sound emanates.

...

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

...

Sound level meter means an instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks, for the measurement of sound levels.

**Sec. 10-3. ~~Excessive noise prohibited.~~ Prohibition on Noise Disturbances**

~~No person shall make, continue or cause to be made or continued any loud, unnecessary or excessive noise which unreasonably interferes with the comfort and repose of others within the jurisdiction of the city.~~

It shall be unlawful and a violation of this chapter to make, cause or allow the making of any sound that causes a noise disturbance, as defined in Section 10-2.

**Sec. 10-4 Maximum permissible sound levels**

- (a) It shall be unlawful, except as expressly permitted herein, to make, cause or allow the making of any noise or sound which violates the provisions of this chapter.
- (b) No person shall operate or cause to be operated any source of sound from any location in such a manner as to create a sound level which exceeds the limits set forth in Table 1 for the receiving land use category more than ten (10) percent of any measurement period, which period shall not be less than ten (10) minutes, when measured at or beyond the property boundary of the land use category from which the sound emanates, provided, however, that in the case of multi-family dwelling land use category, the sound level shall be measured within an adjacent intrabuilding dwelling.
- (c) For any source of sound, the sound level shall not exceed the maximum permissible sound level limit set forth in Table 1 by fifteen (15) dB(A) for all land use categories.
- (d) Sound level measurement may ~~shall~~ be made with a sound level meter using the A-weighting scale in accordance with the standards promulgated by the American National Standards Institute (ANSI) or by the assessment of an official.

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TABLE 1  
MAXIMUM PERMISSIBLE SOUND LEVELS BY RECEIVING LAND USE  
CATEGORY

<i>Land Use Category</i>	<i>Time</i>	<i>Sound Level Limit</i>
Residential, noise sensitive area, public space	7 a.m. - 10 p.m. 10 p.m. - 7 a.m.	60dB(A) 55dB(A)
Multi-family dwelling	7 a.m. - 10 p.m. 10p.m. - 7a.m.	50 dB(A) 45 dB(A)
Commercial, convention	7 a.m. - 10 p.m. 10 p.m. - 7 a.m.	65 dB(A) 60 dB(A)
Industrial	At all times	75dB(A)

(e) Assessment without sound level meter. An official who hears a sound that constitutes a noise disturbance, as defined in Section 10-2, in violation of section 10-3 of this chapter, shall assess the sound according to the following standards:

(1) The primary means of detection shall be by means of the official’s normal hearing faculties.

(2) The official must have a direct line of sight and hearing to the real property of the source of the sound so that the official can readily identify the offending source of the sound and the distance involved.

(3) The official need not determine the particular words or phrases being said or produced or the name of any song or artist producing the sound. The detection of a rhythmic bass reverberating type of sound is sufficient to constitute a plainly audible sound.

**Sec. 10-9 Excessive vibrations**

(a) It shall be a violation of this article for any person to cause, create or allow to be created any vibration within the City of Cooper City in excess of the following levels:

(1) 0.1 peak particle velocity at one or less Hz in any plane.

(2) 0.2 peak particle velocity at greater than one Hz in any plane.

(b) Distance. Vibrations shall not exceed those levels as set forth above when measured at any point beyond the real property line of the use.

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(c) Method. For the purpose of measuring vibration, a three-component simultaneous measuring system recognized as standard for such purpose shall be used in determining displacement and maximum peak particle velocity. Maximum peak particle velocity shall be the maximum displacement vector sums of the three perpetual components referred to above multiplied by frequency in cycles per second. Location and timing of measurement shall be arranged insofar as possible to exclude vibrations emanating from off the premises involved, or a correction factor reasonable under the circumstances shall be applied to compensate for off-premises vibrations.

**Sec. 10-~~109~~ Enforcement responsibility and Penalties**

(a) ~~The police chief shall be responsible for the enforcement of the provisions of this chapter; provided, however, that~~ The city manager shall be responsible for the issuance of special permits, with the concurrence of the police chief, and the enforcement of the conditions stated thereon.

(b) At the option of the City, this chapter may be enforced:

- a. As provided by City’s code enforcement procedures found in Chapter 13 of this code;
- b. As provided in Section 1-8 of this code; or,
- c. Through any legal remedy available to the City.

(c) All penalties or remedies of the City shall be non-exclusive.

(d) Upon arrival at any property which is the subject of complaint that sound or vibration exceeds the maximum levels prescribed in Section 10-4, the official responding to the complaint shall attempt to notify the owner of the property, or the person responsible for the sound or vibration, that the sound or vibration emitting from the property is in violation of this chapter. Following notice from the official, the owner or person responsible for the sound or vibration shall have ten minutes to voluntarily reduce the sound or vibration to a level which is in compliance with this chapter. If the sound or vibration is reduced within the ten minute voluntary compliance period, no violation shall be issued under this section except as follows:

- 1) If the property which is the subject of a complaint, has been the subject of a complaint within the prior six months to which an official responded, and a voluntary compliance notice was issued on such prior occasion, a citation may be issued for violation of this chapter without notice or opportunity for voluntary compliance pursuant to this subsection; or
- 2) If official is refused entrance or access to the property which is the source of sound or vibration in violation of this chapter, or if a police officer or code enforcement officer is unable to determine the person responsible for the excessive sound or

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vibration, a citation may be issued without notice or opportunity for voluntary compliance pursuant to this subsection as such matters are declared endanger the health, safety, and welfare of the City's residents.

- c) In the event that a police officer or code enforcement officer is refused entrance or access to the property which is the source of sound in violation of this chapter, or if an official is unable to determine the person responsible for the excessive sound, there shall be a rebuttable presumption that the property owner was responsible for the sound. In such event, a citation may be issued to the property owner on record with the Broward County Property Appraiser's Office. The property owner may rebut the presumption of responsibility by contesting the citation and establishing that the property owner was not the cause or the source of the excessive sound.
- (d) Any citation for violation of Section 10-3 or 10-9 shall contain the manner in which the sound level was determined. Citations shall be provided to any violator, including any property owner, by hand delivery by any police officer or code enforcement officer, or by certified mail, return receipt requested.

**Sec. 10-11 Penalty for violations**

- ~~(a) If a citation issued for violation of this chapter shall be paid prior to the issuance of a Notice to Appear or Municipal Information, the fine shall be twenty five dollars (\$25.00). After the issuance of a Notice to Appear or Municipal Information the penalties provided in section 1-8 of this code shall be applicable.~~
- ~~(b) Any provisions in this section to the contrary notwithstanding, in the case of a violation involving a motor vehicle, the person charged with a violation may be granted a period of fifteen (15) days in which to correct the source of the sound.~~

**Section 4.** It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, 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 5.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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**Section 6.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 7.** This Ordinance shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**PASSED AND FINAL ADOPTION on Second Reading this \_\_ day of \_\_\_\_\_, 2021.**

\_\_\_\_\_  
GREG ROSS  
Mayor

ATTEST:

\_\_\_\_\_  
KATHRYN SIMS  
City Clerk

**ROLL CALL**  
Mayor Ross \_\_\_\_\_  
Commissioner Green \_\_\_\_\_  
Commissioner Meltzer \_\_\_\_\_  
Commissioner Pulcini \_\_\_\_\_  
Commissioner Shrouder \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
JACOB G. HOROWITZ  
City Attorney

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**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Community Development Department

**ORDINANCE NO. 21-20**

**SUBJECT:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 OF THE CITY’S CODE OF ORDINANCES, ENTITLED “ADMINISTRATION,” AMENDING ARTICLE X ENTITLED, “COOPER CITY PROCURMENT CODE,” BY CREATING SECTION 2-269, TO BE ENTITLED “PUBLIC PRIVATE PARTNERSHIPS;” ESTABLISHING PROCEDURES FOR THE SUBMISSION AND CONSIDERATION OF UNSOLICITED PROPOSALS IN ACCORDANCE WITH SECTION 255.065, F.S.; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR AN APPLICATION FEE; ESTABLISHING EVALUATION CRITERIA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. – **Community Development Department.**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval to establish this ordinance in concurrence with Florida State Statute to provide necessary guidelines when receiving an unsolicited proposals.

**BACKGROUND OF ITEM:**

An unsolicited proposal is a written proposal for a new or innovative idea submitted to a government agency for the purpose of obtaining a contract which and that is NOT in response to a Request for Proposals. This proposed ordinance will establish the process and procedures for private entities to submit an unsolicited proposal to the City of Cooper City. The ordinance will be in accordance with Florida State Statute 255.065 and will provide a framework to establish the purpose, conditions for use, proposal content requirements, the establishment of an application fee, process for Commission consideration and approval to proceed with proposal evaluation, public notice, establishing evaluation criteria and agreement requirements.

In 2013, CS/CS/HB 85 passed the legislature and this law standardized the Public/Private Partnership or P3 process and created a statutory framework that local governments must adhere to when receiving a P3 proposal. In standardizing the P3 process, the legislation preempted local governments from following their current P3 procurement procedures and eliminated the flexibility necessary to negotiate and contract with private entities in a manner that is most appropriate for a specific project. The flexibility to negotiate the terms of P3 contracts is paramount when considering the complexities of large-scale projects that often draw from various funding sources and may involve teams of developers, investors or contractors.

During the 2015 legislative session, HB 63 and CS/CS/CS/SB 824 was filed to implement provisions favorable to cities. The provisions included increasing flexibility in contracting for P3s by allowing

for the extension of contracting deadlines in certain situations as well as providing clear direction and authority to local governments and requiring unsolicited bids to be accompanied by a fee to cover the costs of proposal review.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
TBD			

**ATTACHMENTS:**

- 1. Ordinance No. 21-20
- 2. Analysis of Surrounding Cities Fees for Unsolicited Proposals
- 3. Florida State Statutes 255.065 – Public Private

**ORDINANCE NO. 21-20**

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 OF THE CITY’S CODE OF ORDINANCES, ENTITLED “ADMINISTRATION,” AMENDING ARTICLE X ENTITLED, “COOPER CITY PROCURMENT CODE,” BY CREATING SECTION 2-269, TO BE ENTITLED “PUBLIC PRIVATE PARTNERSHIPS;” ESTABLISHING PROCEDURES FOR THE SUBMISSION AND CONSIDERATION OF UNSOLICITED PROPOSALS IN ACCORDANCE WITH SECTION 255.065, F.S.; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR AN APPLICATION FEE; ESTABLISHING EVALUATION CRITERIA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 255.065, F.S. (the “Statute”), establishes a process and procedures for private entities to submit unsolicited proposals to municipalities for certain qualifying projects, as defined by the Statute; and

**WHEREAS**, the City of Cooper City (“City”) seeks to adopt a process for the City to consider unsolicited proposals and enter into public-private partnerships in accordance with the requirements of state law; and

**WHEREAS**, the City Commission intends to ensure that the process for considering unsolicited proposals is transparent and consistent with the requirement of the Statute; and

**WHEREAS**, the City Commission has held a public hearing in accordance with Florida law; and

**WHEREAS**, following proper notice to the public and after having received input and participation by interested members of the public and staff, the City Commission finds that amending the City’s procurement code to provide establish a process for the consideration of

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unsolicited proposals is in the best interest of the citizens, residents, and business establishments in the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:**

**Section 1.**     **RECITALS ADOPTED.**     That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2.**     **CHAPTER 2 OF CITY CODE AMENDED.**     That Section 2-269, to be entitled "Public Private Partnerships" of Article X, entitled "Cooper City Procurement Code" of Chapter 2, entitled "Administration" of the City of Cooper City Code of Ordinances, is hereby created to read, as follows:

**Sec. 2-269 – Public-Private Partnerships**

(1) *Purpose.* A public-private partnership is a contractual agreement between a local government and a private sector person or entity organized for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement. Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the general public.

(2) *Definitions.* For purposes of this section, the words defined in Section 255.065(1), F.S., (entitled "Definitions") including, but not limited to, "qualifying project" and "private entity" shall have the same meaning in this section.

(3) *Conditions for use.* The purchasing agent may receive unsolicited proposals for a qualifying project, subject to the conditions and procedures of this section. Any unsolicited proposal shall include sufficient detail and information for the city to evaluate the proposal in an objective and timely manner, and shall be accompanied by the application fee.

(4) *Proposal contents.* Any unsolicited proposal shall include sufficient detail and information for the city to evaluate the proposal in an objective and timely manner and to determine if the proposal serves a public purpose and meets the criteria set forth in this section.

(a) The following material and information is required to be submitted:

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1. A description of the project, including the conceptual design of the facility; or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.
2. A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.
3. A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.
4. The name and address of a person who may be contacted for additional information concerning the proposal.
5. The proposed user fees, lease payments or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments and other service payments over time.
6. Any pricing or financial terms included in the unsolicited proposal must be specific as to when the pricing or terms expire.

(b) The following additional material and information must also be submitted in order for the city to review and evaluate the unsolicited proposal:

1. Description of the need for the project or facility and the public benefit to be served.
2. A site plan indicating the location of the project proposed.
3. The proposed schedule for development of the project and/or the proposed term for operation of the project, along with an estimate of the life cycle cost of the proposed project.
4. A list of all public utilities, railroad lines, navigable waters and flight paths, if any, that will be crossed or affected by the proposed project and a statement of the plan to accommodate such crossings or effects.
5. Performance guarantees, if any, and any proposed bonding to be provided by the proposer, including ability to provide statutorily required public construction bonds or performance and payment bonds for construction of public facilities.
6. A listing of all proposed obligations and requirements of the city and any other governmental agencies, including, but not limited to, contributions to the project financing, development approvals and permitting.

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- 7. Identification of whether the proposal involves turning over any operation, maintenance or other responsibilities to the city, along with an estimate of costs;
- 8. Statement regarding ability to add capacity to the project if necessary.
- 9. Proposed safeguards to protect the city from additional costs or service disruption in the event of default or termination of contract.
- 10. The names of owners, directors and officers of the proposer, and such information as may be necessary to evaluate the qualifications of the critical personnel to be engaged in the project.
- 11. Information on how the project would benefit small business enterprises and local contractors within the city.
- 12. A list of all engineering or construction firms to be proposed on the project and their qualifications and a description of their role in the proposal and project.
- 13. Is signed by a responsible official or other representative authorized to obligate the proposer contractually.

(5) *Application fee.* The city shall charge fees to the private entity proposer to cover the costs of processing, reviewing and evaluating any unsolicited proposal, including a fee to cover the costs of staff time, and attorneys, engineers, consultants and financial advisors retained to evaluate the proposal, advertise, provide recommendations to the city and/or negotiate a contract.

(a) All unsolicited proposals shall be accompanied by an initial application fee of \$15,000.00 payable to the City of Cooper City in the form of a money order or cashier's check or other non-cancelable instrument. Personal checks will not be accepted. Proposals submitted without the application fee shall not be accepted.

(b) The city shall refund the application fee if the city determines that it will not evaluate the unsolicited proposal.

(6) *Commission consideration.* If the city receives an unsolicited proposal for a qualifying project pursuant to this section and the city manager deems it to be in the best interests of the city to further evaluate the proposal or negotiate an agreement based on the proposal, the city manager shall notify the commission of the receipt of the unsolicited proposal by placement of an item on the next available commission agenda to obtain the commission's approval to proceed with the evaluation and negotiation of a project based on the unsolicited proposal.

(7) *Commission decision to proceed with evaluation.* If the city commission votes to proceed with the evaluation of an unsolicited proposal involving architecture, engineering or landscape architecture, it must ensure a professional review and evaluation of the design and construction proposed by the initial or subsequent proposers to assure material quality

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standards, interior space utilization, budget estimates, design and construction schedules and sustainable design and construction standards consistent with public projects. Such review shall be performed by an architect, a landscape architect or an engineer licensed by the State of Florida qualified to perform the review and such professional shall advise the city through completion of the design and construction of the project.

(8) *Prior to review.* If the initial application fee does not cover the city's costs to evaluate the unsolicited proposal, the city shall request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the notice. The city may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts.

(9) *Public notice.* If the city determines that it is interested in further considering any unsolicited proposal, it shall publish a notice of receipt of same and invite competing bids during a competitive bidding period. The publication shall be accomplished in a manner that encourages competition to provide private entities interested in submitting alternative and perhaps competing proposals to provide a reasonable opportunity to submit a bid. The entity submitting the original unsolicited proposal may submit a more detailed proposal in response to the city's notice. A copy of the notice must be mailed to each local government in the affected area of the qualifying project which shall mean Broward County and/or any special district in which all or a portion of the qualifying project is located.

(10) *Receipt of proposals.* Sealed proposals in response to the public notice must be received in the purchasing and contract administration division no later than the time and date specified for submission in the publication. Sealed proposals shall be accompanied by the initial application fee.

(11) *Evaluation.* The selection of a proposer with whom to negotiate shall be in accordance with the evaluation committee procedures set forth within Section 2-256 of the City's Code of Ordinances.

(12) *Evaluation criteria.* When performing an evaluation of any proposal under this section, the following factors, along with all of the information required to be provided in the proposal, shall be considered, in addition to any others appropriate for the particular proposal:

- (a) The proposal business terms, including the finance plans;
- (b) Unique, innovative and meritorious methods, approaches, concepts, design techniques or cost reductions demonstrated by the proposal;
- (c) Overall scientific, technical or socioeconomic merits of the proposal;
- (d) The proposer's capabilities, related experience, facilities, techniques or unique combinations of these;

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(e) The professional qualifications, capabilities and experience of the proposer's team or key personnel critical to achieving the proposal objectives;

(f) The general reputation and financial condition of the proposer and its team members; the proposed finance plan; the financial viability and feasibility of the proposed project or facility; and the cost, if any, to the city to proceed with implementation of the proposal, including on-going operational or maintenance costs. The city may require the proposer to provide a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies;

(g) Any other information the city deems appropriate for evaluation of the proposed project or facility.

(13) *Rejection of proposals.* If an unsolicited proposal, or competing proposal received after public notice, is not deemed by the purchasing agent to be complete or in sufficient detail, it may be rejected by the city commission. The city shall have no responsibility to itemize or advise the proposer of the incomplete items or terms of the proposal. The city shall refund any portion of the application fee paid which, in the determination of the purchasing agent, exceeds the direct costs associated with evaluating the proposal up to the time of rejection. The city, in its discretion, reserves the right to reject all proposals at any point in the process prior to the full execution of a comprehensive agreement with a proposer.

(14) *Comprehensive agreement.* The comprehensive agreement with the private entity shall contain at a minimum the terms and conditions set forth within Section 255.065(7), F.S. The comprehensive agreement may authorize the private entity to impose fees to members of the public for the use of the facility in accordance with the provisions set forth within Section 255.065(8), F.S.

(15) *Public records.* Pursuant to Section 255.065(15), F.S.:

(a) An unsolicited proposal received by a responsible public entity is exempt from Section 119.07(1), F.S. and Section 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision for a qualifying project.

(b) If the city rejects all proposals submitted pursuant to a competitive solicitation for a qualifying project and the city concurrently provides notice of its intent to seek additional proposals for such project, the unsolicited proposal remains exempt until the city provides notice of an intended decision concerning the reissued competitive solicitation for the qualifying project or until the city withdraws the reissued competitive solicitation for such project.

(c) An unsolicited proposal is exempt for no longer than 90 days after the initial notice by the city rejecting all proposals.

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(d) If the city does not issue a competitive solicitation for a qualifying project, the unsolicited proposal ceases to be exempt 180 days after receipt of the unsolicited proposal by the city.

(e) Any portion of a meeting of the city during which an unsolicited proposal that is exempt is discussed is exempt from Section 286.011, F.S. and Section 24(b), Art. I of the State Constitution.

1. A complete recording must be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records generated during, the exempt meeting are exempt from Section 119.07(1), F.S. and Section 24(a), Art. I of the State Constitution until such time as the city provides notice of an intended decision for a qualifying project or 180 days after receipt of the unsolicited proposal by the city if the city does not issue a competitive solicitation for the project.

3. If the city rejects all proposals and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records generated at the exempt meeting remain exempt from Section 119.07(1), F.S. and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision concerning the reissued competitive solicitation or until the responsible public entity withdraws the reissued competitive solicitation for such project.

4. A recording and any records generated during an exempt meeting are exempt for no longer than 90 days after the initial notice by the city rejecting all proposals.

**Section 3.** It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, 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.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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**Section 5.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 6.** This Ordinance shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**PASSED AND FINAL ADOPTION on Second Reading this \_\_ day of \_\_\_\_\_, 2021.**

\_\_\_\_\_  
GREG ROSS  
Mayor

ATTEST:

\_\_\_\_\_  
KATHRYN SIMS  
City Clerk

**ROLL CALL**  
Mayor Ross \_\_\_\_\_  
Commissioner Green \_\_\_\_\_  
Commissioner Meltzer \_\_\_\_\_  
Commissioner Pulcini \_\_\_\_\_  
Commissioner Shrouder \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
JACOB G. HOROWITZ  
City Attorney

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Select Year:  

## The 2020 Florida Statutes

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[Title XVIII](#)  
PUBLIC LANDS AND  
PROPERTY

[Chapter 255](#)  
PUBLIC PROPERTY AND PUBLICLY OWNED  
BUILDINGS

[View Entire  
Chapter](#)

### **255.065 Public-private partnerships; public records and public meetings exemptions.—**

(1) DEFINITIONS.—As used in this section, the term:

(a) “Affected local jurisdiction” means a county, municipality, or special district in which all or a portion of a qualifying project is located.

(b) “Develop” means to plan, design, finance, lease, acquire, install, construct, or expand.

(c) “Fees” means charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to a comprehensive agreement.

(d) “Lease payment” means any form of payment, including a land lease, by a public entity to the private entity of a qualifying project for the use of the project.

(e) “Material default” means a nonperformance of its duties by the private entity of a qualifying project which jeopardizes adequate service to the public from the project.

(f) “Operate” means to finance, maintain, improve, equip, modify, or repair.

(g) “Private entity” means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity.

(h) “Proposal” means a plan for a qualifying project with detail beyond a conceptual level for which terms such as fixing costs, payment schedules, financing, deliverables, and project schedule are defined.

(i) “Qualifying project” means:

1. A facility or project that serves a public purpose, including, but not limited to, any ferry or mass transit facility, vehicle parking facility, airport or seaport facility, rail facility or project, fuel supply facility, oil or gas pipeline, medical or nursing care facility, recreational facility, sporting or cultural facility, or educational facility or other building or facility that is used or will be used by a public educational institution, or any other public facility or infrastructure that is used or will be used by the public at large or in support of an accepted public purpose or activity;

2. An improvement, including equipment, of a building that will be principally used by a public entity or the public at large or that supports a service delivery system in the public sector;

3. A water, wastewater, or surface water management facility or other related infrastructure; or

4. Notwithstanding any provision of this section, for projects that involve a facility owned or operated by the governing board of a county, district, or municipal hospital or health care system, or projects that involve a facility owned or operated by a municipal electric utility, only those projects that the governing board designates as qualifying projects pursuant to this section.

(j) “Responsible public entity” means a county, municipality, school district, special district, or any other political subdivision of the state; a public body corporate and politic; or a regional entity that serves a public purpose and is authorized to develop or operate a qualifying project.

(k) “Revenues” means the income, earnings, user fees, lease payments, or other service payments relating to the development or operation of a qualifying project, including, but not limited to, money received as grants or otherwise from the Federal Government, a public entity, or an agency or instrumentality thereof in aid of the qualifying project.

(l) “Service contract” means a contract between a responsible public entity and the private entity which defines the terms of the services to be provided with respect to a qualifying project.

(2) LEGISLATIVE FINDINGS AND INTENT.—The Legislature finds that there is a public need for the construction or upgrade of facilities that are used predominantly for public purposes and that it is in the public’s interest to provide for the construction or upgrade of such facilities.

(a) The Legislature also finds that:

1. There is a public need for timely and cost-effective acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, or installation of projects serving a public purpose, including educational facilities, transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities within the state which serve a public need and purpose, and that such public need may not be wholly satisfied by existing procurement methods.

2. There are inadequate resources to develop new educational facilities, transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities for the benefit of residents of this state, and that a public-private partnership has demonstrated that it can meet the needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public.

3. There may be state and federal tax incentives that promote partnerships between public and private entities to develop and operate qualifying projects.

4. A procurement under this section serves the public purpose of this section if such procurement facilitates the timely development or operation of a qualifying project.

(b) It is the intent of the Legislature to encourage investment in the state by private entities; to facilitate various bond financing mechanisms, private capital, and other funding sources for the development and operation of qualifying projects, including expansion and acceleration of such financing to meet the public need; and to provide the greatest possible flexibility to public and private entities contracting for the provision of public services.

(3) PROCUREMENT PROCEDURES.—A responsible public entity may receive unsolicited proposals or may solicit proposals for a qualifying project and may thereafter enter into a comprehensive agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of facilities.

(a)1. The responsible public entity may establish a reasonable application fee for the submission of an unsolicited proposal under this section.

2. A private entity that submits an unsolicited proposal to a responsible public entity must concurrently pay an initial application fee, as determined by the responsible public entity. Payment must be made by cash, cashier’s check, or other noncancelable instrument. Personal checks may not be accepted.

3. If the initial application fee does not cover the responsible public entity's costs to evaluate the unsolicited proposal, the responsible public entity must request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the notice. The responsible public entity may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts.

4. If the responsible public entity does not evaluate the unsolicited proposal, the responsible public entity must return the application fee.

5. If the responsible public entity chooses to evaluate an unsolicited proposal involving architecture, engineering, or landscape architecture, it must ensure a professional review and evaluation of the design and construction proposed by the initial or subsequent proposers to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects. Such review shall be performed by an architect, a landscape architect, or an engineer licensed in this state qualified to perform the review, and such professional shall advise the responsible public entity through completion of the design and construction of the project.

(b) The responsible public entity may request a proposal from private entities for a qualifying project or, if the responsible public entity receives an unsolicited proposal for a qualifying project and the responsible public entity intends to enter into a comprehensive agreement for the project described in the unsolicited proposal, the responsible public entity shall publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that the responsible public entity has received a proposal and will accept other proposals for the same project. The timeframe within which the responsible public entity may accept other proposals shall be determined by the responsible public entity on a project-by-project basis based upon the complexity of the qualifying project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received; however, the timeframe for allowing other proposals must be at least 21 days, but no more than 120 days, after the initial date of publication. If approved by a majority vote of the responsible public entity's governing body, the responsible public entity may alter the timeframe for accepting proposals to more adequately suit the needs of the qualifying project. A copy of the notice must be mailed to each local government in the affected area.

(c) If the solicited qualifying project provided in paragraph (b) includes design work, the solicitation must include a design criteria package prepared by an architect, a landscape architect, or an engineer licensed in this state which is sufficient to allow private entities to prepare a bid or a response. The design criteria package must specify reasonably specific criteria for the qualifying project such as the legal description of the site, with survey information; interior space requirements; material quality standards; schematic layouts and conceptual design criteria for the qualifying project; cost or budget estimates; design and construction schedules; and site development and utility requirements. The licensed design professional who prepares the design criteria package shall be retained to serve the responsible public entity through completion of the design and construction of the project.

(d) Before approving a comprehensive agreement, the responsible public entity must determine that the proposed project:

1. Is in the public's best interest.
2. Is for a facility that is owned by the responsible public entity or for a facility for which ownership will be conveyed to the responsible public entity.

3. Has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the comprehensive agreement by the responsible public entity.

4. Has adequate safeguards in place to ensure that the responsible public entity or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes.

5. Will be owned by the responsible public entity upon completion, expiration, or termination of the comprehensive agreement and upon payment of the amounts financed.

(e) Before signing a comprehensive agreement, the responsible public entity must consider a reasonable finance plan that is consistent with subsection (9); the qualifying project cost; revenues by source; available financing; major assumptions; internal rate of return on private investments, if governmental funds are assumed in order to deliver a cost-feasible project; and a total cash-flow analysis beginning with the implementation of the project and extending for the term of the comprehensive agreement.

(f) In considering an unsolicited proposal, the responsible public entity may require from the private entity a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies. In evaluating the technical study, the responsible public entity may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of external advisors or consultants who have relevant experience.

(4) PROJECT APPROVAL REQUIREMENTS.—An unsolicited proposal from a private entity for approval of a qualifying project must be accompanied by the following material and information, unless waived by the responsible public entity:

(a) A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

(b) A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.

(c) A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

(d) The name and address of a person who may be contacted for additional information concerning the proposal.

(e) The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

(f) Additional material or information that the responsible public entity reasonably requests.

Any pricing or financial terms included in an unsolicited proposal must be specific as to when the pricing or terms expire.

(5) PROJECT QUALIFICATION AND PROCESS.—

(a) The private entity, or the applicable party or parties of the private entity's team, must meet the minimum standards contained in the responsible public entity's guidelines for qualifying professional services and contracts for traditional procurement projects.

(b) The responsible public entity must:

1. Ensure that provision is made for the private entity's performance and payment of subcontractors, including, but not limited to, surety bonds, letters of credit, parent company guarantees, and lender and equity partner guarantees. For the components of the qualifying project which involve construction performance and payment, bonds are required and are subject to the recordation, notice, suit limitation, and other requirements of s. 255.05.
2. Ensure the most efficient pricing of the security package that provides for the performance and payment of subcontractors.
3. Ensure that the comprehensive agreement addresses termination upon a material default of the comprehensive agreement.

(c) After the public notification period has expired in the case of an unsolicited proposal, the responsible public entity shall rank the proposals received in order of preference. In ranking the proposals, the responsible public entity may consider factors that include, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost-reduction terms, and finance plans. The responsible public entity may then begin negotiations for a comprehensive agreement with the highest-ranked firm. If the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer and negotiate with the second-ranked or subsequent-ranked firms, in the order consistent with this procedure. If only one proposal is received, the responsible public entity may negotiate in good faith, and if the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer. Notwithstanding this paragraph, the responsible public entity may reject all proposals at any point in the process until a contract with the proposer is executed.

(d) The responsible public entity shall perform an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit before the procurement process is initiated or before the contract is awarded.

(e) The responsible public entity may approve the development or operation of an educational facility, a transportation facility, a water or wastewater management facility or related infrastructure, a technology infrastructure or other public infrastructure, or a government facility needed by the responsible public entity as a qualifying project, or the design or equipping of a qualifying project that is developed or operated, if:

1. There is a public need for or benefit derived from a project of the type that the private entity proposes as the qualifying project.
2. The estimated cost of the qualifying project is reasonable in relation to similar facilities.
3. The private entity's plans will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project.

(f) The responsible public entity may charge a reasonable fee to cover the costs of processing, reviewing, and evaluating the request, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants.

(g) Upon approval of a qualifying project, the responsible public entity shall establish a date for the commencement of activities related to the qualifying project. The responsible public entity may extend the commencement date.

(h) Approval of a qualifying project by the responsible public entity is subject to entering into a comprehensive agreement with the private entity.

(6) INTERIM AGREEMENT.—Before or in connection with the negotiation of a comprehensive agreement, the responsible public entity may enter into an interim agreement with the private entity

proposing the development or operation of the qualifying project. An interim agreement does not obligate the responsible public entity to enter into a comprehensive agreement. The interim agreement is discretionary with the parties and is not required on a qualifying project for which the parties may proceed directly to a comprehensive agreement without the need for an interim agreement. An interim agreement must be limited to provisions that:

(a) Authorize the private entity to commence activities for which it may be compensated related to the proposed qualifying project, including, but not limited to, project planning and development, design, environmental analysis and mitigation, survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities.

(b) Establish the process and timing of the negotiation of the comprehensive agreement.

(c) Contain such other provisions related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate.

(7) COMPREHENSIVE AGREEMENT.—

(a) Before developing or operating the qualifying project, the private entity must enter into a comprehensive agreement with the responsible public entity. The comprehensive agreement must provide for:

1. Delivery of performance and payment bonds, letters of credit, or other security acceptable to the responsible public entity in connection with the development or operation of the qualifying project in the form and amount satisfactory to the responsible public entity. For the components of the qualifying project which involve construction, the form and amount of the bonds must comply with s. [255.05](#).

2. Review of the design for the qualifying project by the responsible public entity and, if the design conforms to standards acceptable to the responsible public entity, the approval of the responsible public entity. This subparagraph does not require the private entity to complete the design of the qualifying project before the execution of the comprehensive agreement.

3. Inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are acceptable to the responsible public entity in accordance with the comprehensive agreement.

4. Maintenance of a policy of public liability insurance, a copy of which must be filed with the responsible public entity and accompanied by proofs of coverage, or self-insurance, each in the form and amount satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project.

5. Monitoring by the responsible public entity of the maintenance practices to be performed by the private entity to ensure that the qualifying project is properly maintained.

6. Periodic filing by the private entity of the appropriate financial statements that pertain to the qualifying project.

7. Procedures that govern the rights and responsibilities of the responsible public entity and the private entity in the course of the construction and operation of the qualifying project and in the event of the termination of the comprehensive agreement or a material default by the private entity. The procedures must include conditions that govern the assumption of the duties and responsibilities of the private entity by an entity that funded, in whole or part, the qualifying project or by the responsible public entity, and must provide for the transfer or purchase of property or other interests of the private entity by the responsible public entity.



8. Fees, lease payments, or service payments. In negotiating user fees, the fees must be the same for persons using the facility under like conditions and must not materially discourage use of the qualifying project. The execution of the comprehensive agreement or a subsequent amendment is conclusive evidence that the fees, lease payments, or service payments provided for in the comprehensive agreement comply with this section. Fees or lease payments established in the comprehensive agreement as a source of revenue may be in addition to, or in lieu of, service payments.

9. Duties of the private entity, including the terms and conditions that the responsible public entity determines serve the public purpose of this section.

(b) The comprehensive agreement may include:

1. An agreement by the responsible public entity to make grants or loans to the private entity from amounts received from the federal, state, or local government or an agency or instrumentality thereof.

2. A provision under which each entity agrees to provide notice of default and cure rights for the benefit of the other entity, including, but not limited to, a provision regarding unavoidable delays.

3. A provision that terminates the authority and duties of the private entity under this section and dedicates the qualifying project to the responsible public entity or, if the qualifying project was initially dedicated by an affected local jurisdiction, to the affected local jurisdiction for public use.

(8) FEES.—A comprehensive agreement entered into pursuant to this section may authorize the private entity to impose fees to members of the public for the use of the facility. The following provisions apply to the comprehensive agreement:

(a) The responsible public entity may develop new facilities or increase capacity in existing facilities through a comprehensive agreement with a private entity.

(b) The comprehensive agreement must ensure that the facility is properly operated, maintained, or improved in accordance with standards set forth in the comprehensive agreement.

(c) The responsible public entity may lease existing fee-for-use facilities through a comprehensive agreement.

(d) Any revenues must be authorized by and applied in the manner set forth in the comprehensive agreement.

(e) A negotiated portion of revenues from fee-generating uses may be returned to the responsible public entity over the life of the comprehensive agreement.

(9) FINANCING.—

(a) A private entity may enter into a private-source financing agreement between financing sources and the private entity. A financing agreement and any liens on the property or facility must be paid in full at the applicable closing that transfers ownership or operation of the facility to the responsible public entity at the conclusion of the term of the comprehensive agreement.

(b) The responsible public entity may lend funds to private entities that construct projects containing facilities that are approved under this section.

(c) The responsible public entity may use innovative finance techniques associated with a public-private partnership under this section, including, but not limited to, federal loans as provided in Titles 23 and 49 C.F.R., commercial bank loans, and hedges against inflation from commercial banks or other private sources. In addition, the responsible public entity may provide its own capital or operating budget to support a qualifying project. The budget may be from any legally permissible funding sources of the responsible public entity, including the proceeds of debt issuances. A responsible public entity may use the model financing agreement provided in s. [489.145\(6\)](#) for its financing of a facility owned by a responsible public entity. A financing agreement may not require the responsible public entity to indemnify the financing source, subject the responsible public entity's facility to liens in violation of s.

11.066(5), or secure financing of the responsible public entity by a mortgage on, or security interest in, the real or tangible personal property of the responsible public entity in a manner that could result in the loss of the fee ownership of the property by the responsible public entity, and any such provision is void.

(10) POWERS AND DUTIES OF THE PRIVATE ENTITY.—

(a) The private entity shall:

1. Develop or operate the qualifying project in a manner that is acceptable to the responsible public entity in accordance with the provisions of the comprehensive agreement.

2. Maintain, or provide by contract for the maintenance or improvement of, the qualifying project if required by the comprehensive agreement.

3. Cooperate with the responsible public entity in making best efforts to establish interconnection between the qualifying project and any other facility or infrastructure as requested by the responsible public entity in accordance with the provisions of the comprehensive agreement.

4. Comply with the comprehensive agreement and any lease or service contract.

(b) Each private facility that is constructed pursuant to this section must comply with the requirements of federal, state, and local laws; state, regional, and local comprehensive plans; the responsible public entity's rules, procedures, and standards for facilities; and such other conditions that the responsible public entity determines to be in the public's best interest and that are included in the comprehensive agreement.

(c) The responsible public entity may provide services to the private entity. An agreement for maintenance and other services entered into pursuant to this section must provide for full reimbursement for services rendered for qualifying projects.

(d) A private entity of a qualifying project may provide additional services for the qualifying project to the public or to other private entities if the provision of additional services does not impair the private entity's ability to meet its commitments to the responsible public entity pursuant to the comprehensive agreement.

(11) EXPIRATION OR TERMINATION OF AGREEMENTS.—Upon the expiration or termination of a comprehensive agreement, the responsible public entity may use revenues from the qualifying project to pay current operation and maintenance costs of the qualifying project. If the private entity materially defaults under the comprehensive agreement, the compensation that is otherwise due to the private entity is payable to satisfy all financial obligations to investors and lenders on the qualifying project in the same way that is provided in the comprehensive agreement or any other agreement involving the qualifying project, if the costs of operating and maintaining the qualifying project are paid in the normal course. Revenues in excess of the costs for operation and maintenance costs may be paid to the investors and lenders to satisfy payment obligations under their respective agreements. A responsible public entity may terminate with cause and without prejudice a comprehensive agreement and may exercise any other rights or remedies that may be available to it in accordance with the provisions of the comprehensive agreement. The full faith and credit of the responsible public entity may not be pledged to secure the financing of the private entity. The assumption of the development or operation of the qualifying project does not obligate the responsible public entity to pay any obligation of the private entity from sources other than revenues from the qualifying project unless stated otherwise in the comprehensive agreement.

(12) SOVEREIGN IMMUNITY.—This section does not waive the sovereign immunity of a responsible public entity, an affected local jurisdiction, or an officer or employee thereof with respect to participation in, or approval of, any part of a qualifying project or its operation, including, but not

limited to, interconnection of the qualifying project with any other infrastructure or project. A county or municipality in which a qualifying project is located possesses sovereign immunity with respect to the project, including, but not limited to, its design, construction, and operation.

(13) DEPARTMENT OF MANAGEMENT SERVICES.—

(a) A responsible public entity may provide a copy of its comprehensive agreement to the Department of Management Services. A responsible public entity must redact any confidential or exempt information from the copy of the comprehensive agreement before providing it to the Department of Management Services.

(b) The Department of Management Services may accept and maintain copies of comprehensive agreements received from responsible public entities for the purpose of sharing comprehensive agreements with other responsible public entities.

(c) This subsection does not require a responsible public entity to provide a copy of its comprehensive agreement to the Department of Management Services.

(14) CONSTRUCTION.—

(a) This section shall be liberally construed to effectuate the purposes of this section.

(b) This section shall be construed as cumulative and supplemental to any other authority or power vested in or exercised by the governing body of a county, municipality, special district, or municipal hospital or health care system including those contained in acts of the Legislature.

(c) This section does not affect any agreement or existing relationship with a supporting organization involving such governing body or system in effect as of January 1, 2013.

(d) This section provides an alternative method and does not limit a county, municipality, special district, or other political subdivision of the state in the procurement or operation of a qualifying project pursuant to other statutory or constitutional authority.

(e) Except as otherwise provided in this section, this section does not amend existing laws by granting additional powers to, or further restricting, a local governmental entity from regulating and entering into cooperative arrangements with the private sector for the planning, construction, or operation of a facility.

(f) This section does not waive any requirement of s. [287.055](#).

(15) PUBLIC RECORDS AND PUBLIC MEETINGS EXEMPTIONS.—

(a) As used in this subsection, the term “competitive solicitation” has the same meaning as provided in s. [119.071\(1\)](#).

(b)1. An unsolicited proposal received by a responsible public entity is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision for a qualifying project.

2. If the responsible public entity rejects all proposals submitted pursuant to a competitive solicitation for a qualifying project and such entity concurrently provides notice of its intent to seek additional proposals for such project, the unsolicited proposal remains exempt until the responsible public entity provides notice of an intended decision concerning the reissued competitive solicitation for the qualifying project or until the responsible public entity withdraws the reissued competitive solicitation for such project.

3. An unsolicited proposal is exempt for no longer than 90 days after the initial notice by the responsible public entity rejecting all proposals.

(c) If the responsible public entity does not issue a competitive solicitation for a qualifying project, the unsolicited proposal ceases to be exempt 180 days after receipt of the unsolicited proposal by such entity.

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(d)1. Any portion of a meeting of a responsible public entity during which an unsolicited proposal that is exempt is discussed is exempt from s. [286.011](#) and s. 24(b), Art. I of the State Constitution.

2.a. A complete recording must be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

b. The recording of, and any records generated during, the exempt meeting are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision for a qualifying project or 180 days after receipt of the unsolicited proposal by the responsible public entity if such entity does not issue a competitive solicitation for the project.

c. If the responsible public entity rejects all proposals and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records generated at the exempt meeting remain exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision concerning the reissued competitive solicitation or until the responsible public entity withdraws the reissued competitive solicitation for such project.

d. A recording and any records generated during an exempt meeting are exempt for no longer than 90 days after the initial notice by the responsible public entity rejecting all proposals.

(e) This subsection is subject to the Open Government Sunset Review Act in accordance with s. [119.15](#) and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.

**History.**—s. 2, ch. 2013-223; s. 1, ch. 2016-153; s. 1, ch. 2016-154.

**Note.**—Former s. 287.05712.

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<b>Local Municipalities</b>	<b>Unsolicited Proposal Fee</b>
City of Hollywood	\$25,000.00
City of Fort Lauderdale	\$25,000.00
City of Miramar	\$15,000.00
City of Pompano Beach	\$25,000.00
City of South Miami	\$10,000.00
City of Miami	\$25,000.00
City of Sarasota	\$3,000.00

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